



USAID
FROM THE AMERICAN PEOPLE

INDONESIA

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Jakarta time

Subject: Request for Applications (RFA) Number Indonesia 06-008
Effective Democratic and Decentralized Governance:
Justice Sector Reform Program (JSRP)

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the United States Agency for International Development Mission in Indonesia (USAID/Indonesia) is seeking applications from U.S. non-governmental organizations (NGOs) for a program to support the justice sector reforms in Indonesia. U.S. universities, including those carrying a “state” in their title, are considered U.S. NGOs for purposes of this program.

This RFA aims to address USAID/Indonesia’s objective to support the Justice Sector Reform Program (JSRP) in Indonesia. The Recipient will be responsible for ensuring achievement of the program objectives of developing a more effective, transparent, accountable and independent judicial branch of government and assisting in the implementation of the roadmap for reform of the public prosecution system. Full program details are provided in the Program Description, Section C of this RFA.

Subject to the availability of funds, USAID/Indonesia intends to award a cooperative agreement as a result of this solicitation. Please note that funds are not currently available for this program. While USAID/Indonesia fully expects that funds are to be available, and, is proceeding with this RFA, should funds not become available USAID/Indonesia will be unable to enter into a cooperative agreement. USAID/Indonesia is not liable for any costs incurred in the preparation and submission of applications.

The anticipated level of funding for this program is expected to range between \$10 and \$12 million. Funding will be made on an incremental basis over the period of the cooperative agreement. USAID reserves the right to fund any or none of the applications submitted.

USAID/Indonesia intends to award one Cooperative Agreement to achieve the objectives identified in this RFA. The Agreement will be in effect for an estimated 3.5-year period.

Pursuant to 22 CFR 226.81, it is USAID policy not to award fee or profit under assistance instruments. However, all reasonable, allocable, and allowable expenses, both direct and

indirect, which are related to the grant program and are in accordance with applicable cost standards (22 CFR 226, OMB Circular A-122 for non-profit organization, OMB Circular A-21 for universities, and the Federal Acquisition Regulation (FAR) Part 31 for-profit organizations), may be paid under the agreement.

As a general policy, in designing and negotiating assistance activities, USAID seeks the largest possible financial participation from an assistance recipient. Accordingly, USAID encourages applicants to include in their proposals a cost share amount of the total program amount (combined Federal and non-Federal). Cost-sharing in cash is highly encouraged and USAID will favorably consider applications –all other things being equal -- which plan to use the anticipated funds to leverage other resources for the benefit of the program. Examples of cost sharing include: cash, in-kind contributions or reductions from a ceiling on the applicant’s negotiated cost recovery rate (assuming consistency with the guidelines of the organization’s government audit agency).

For purposes of this program, this RFA is being issued and consists of this cover letter and the following:

1. Section A Grant Application Format;
2. Section B Selection Criteria;
3. Section C Program Description;
4. Section D Certifications, Assurances, and Other Statements of Applicant/;
5. Section E Draft Cooperative Agreement and applicable Standard Provisions

For the purpose of this RFA, the term “Grant” is synonymous with “Cooperative Agreement”; “Grantee” is synonymous with “Recipient”; and “Grant Officer” is synonymous with “Agreement Officer”.

If you decide to submit an application, it should be received by the closing date and time indicated at the top of this cover letter at the place designated below for receipt of applications. **Telegraphic, facsimile or e-mail submissions are not authorized for this application and will not be accepted.** Applications and modifications thereof shall be submitted in envelopes with the name and address of the applicant and RFA # (referenced above) inscribed thereon, to:

By U.S. Mail: Office of Procurement
USAID/Indonesia
American Embassy/Jakarta
Unit 8135 USAID
FPO AP 96520-8 135 USAID
Attention: Ms. Asuncion L. Juico

**By All Other
Means of Delivery:**

Office of Procurement
USAID/Indonesia
American Embassy/Jakarta
JI. Medan Merdeka Selatan 3-5
Jakarta Pusat 10110, Indonesia
Attention: Ms. Asuncion L. Juico

Technical and Cost/Business applications must be kept separate from each other. Technical applications must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit. Award will be made to that responsible applicant whose application offers the greatest value.

Issuance of this RFA does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for costs incurred in the preparation and submission of an application. In addition, final award of any resultant cooperative agreement cannot be made until funds have been fully appropriated, allocated, and committed through internal USAID procedures. While it is anticipated that these procedures will be successfully completed, potential applicants are hereby notified of these requirements and conditions for award. Applications are submitted at the risk of the applicant; should circumstances prevent award of a cooperative agreement, all preparation and submission costs are at the applicant's expense.

The preferred method of distribution of USAID procurement information is via Fedgrants.gov on the World Wide Web (www). This RFA and any future amendments can be downloaded from the Agency Web Site. The Worldwide Web Address is <http://www.fedgrants.gov>. Select "Applicant", then click on "USAID Offices", and select the appropriate location and search for the RFA. If you have difficulty with accessing the RFA, please contact Ms. Mercedes Williams at 202-712-1799 for technical assistance. Receipt of this RFA through Fedgrants.gov must be confirmed by written notification to the contact person noted below. It is the responsibility of the recipient of the application document to ensure that it has been received from Fedgrants.gov in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion processes.

In the event of an inconsistency between the documents comprising this RFA, it shall be resolved by the following descending order of precedence:

- (a) Section B Selection Criteria;
- (b) Section A Grant Application Format;
- (c) Section C Program Description;
- (d) This Cover Letter.

Any questions concerning this RFA should be submitted in writing to Ms. Asuncion L.

Juico, via facsimile at (62 21) 3483-0222 or email at ajuico@usaid.gov with copy to Mr. Dominicus Soenarno at dsoenarno@usaid.gov. **Questions and inquiries seeking clarifications must be submitted to the email addresses no later than January 13, 2006.**

If there are problems in downloading the RFA off the INTERNET, please contact the USAID INTERNET Coordinator on (202) 712-4442. Applicants should retain for their records one copy of all enclosures which accompany their application.

Sincerely,

/s/

Asuncion L. Juico
Agreement Officer
USAID/Indonesia

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SECTION A - GRANT APPLICATION FORMAT

A.1 PREPARATION GUIDELINES

All applications received by the deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the application format. Section B addresses the technical evaluation procedures for the applications. Applications which are submitted late or are incomplete run the risk of not being considered in the review process. “Late applications will not be considered for award” or “Late applications will be considered for award if the Agreement Officer determines it is in the Government’s interest.”

Applications shall be submitted in two separate parts: (a) technical and (b) cost or business application. Technical portions of applications should be submitted in an original and four copies and cost portions of applications in an original and two copies.

All applications shall be in English. The application should be prepared according to the structural format set forth below. Applications must be submitted no later than the date and time indicated on the cover page of this RFA, to the location indicated on page 2 and 3 of the cover letter accompanying this RFA.

Technical applications should be specific, complete and presented concisely. The applications should demonstrate the applicant’s capabilities and expertise with respect to achieving the goals of this program. The applications should take into account the technical evaluation criteria found in Section B.

Applicants should retain for their records one copy of the application and all enclosures which accompany their application. Erasures or other changes must be initialed by the person signing the application. To facilitate the competitive review of the applications, USAID will consider only applications conforming to the format prescribed below.

A.2 TECHNICAL APPLICATION

The Technical Application shall contain the following sections: Cover Page; Executive Summary; Technical Approach; Personnel; Management and Communication Approach; and Past Performance. Annexes to the technical application must include any additional information needed to fully evaluate the application (e.g. CVs for proposed key personnel, past performance references, etc). All annexes should be clearly marked and listed in a table of contents. All annexes and/or supplementary documents must be in English.

Application Guidance

- The strategic partners for this planned activity are the Attorney General’s Office (AGO) and the Supreme Court.

- The primary implementation of this planned activity shall be conducted by the recipient and not Indonesian partners or service providers. While there might be some instances where it is appropriate to partner with a local institution for certain components of the program, this will be an exception rather than the main approach.
- This is not a civil society development program and/or a small grants program. Therefore, research, advocacy, constituency and coalition building, monitoring and evaluation grants or capacity building programs for civil society organizations, CSO networks and umbrella coalitions will not be permitted;
- Public opinion surveys and topical assessments must be carried out by reputable private sector organizations with the requisite technical skills and organizational capacity to complete these surveys and assessments. This is not a “learning by doing” opportunity.
- Technical Assistance provided to the AGO, the Supreme Court and other potentially identified justice sector institutions shall be provided through a consolidated approach and not through multiple awards to Indonesian civil society organizations or other service providers. While there might be some instances where it is appropriate to partner with a local CSO or other service providers for certain parts of the program, this will be an exception rather than the main approach.

Technical Approach

The technical approach must set forth the conceptual approach, methodology and results to be achieved by the Applicant’s program. The rationale for the appropriateness of the suggested approach should be explicit. Gender integration is an important part of programmatic plan/approach. To the greatest extent possible, the applicant will seek to include both men and women in all aspects of the program.

Personnel

The application shall name candidates for key personnel positions, including those of each member of the consortium (if there is a consortium). In the annex on personnel, it shall provide a brief biographical sketch and a resume (no longer than three pages) for each candidate. Key personnel must have experience working in justice sector reforms

The applicant is encouraged to include local personnel as staff. The Recipient should seek to include both men and women candidates. Each resume of key personnel shall be accompanied by a signed letter of commitment from the candidate indicating his/her availability to serve in the stated position, in terms of period (i.e., years or months) after award. As references may be checked for proposed long-term personnel, a minimum of three references for each proposed long-term person is required. Applicants shall provide current telephone, fax and email address of references.

Management and Communication Approach

Management approach should show demonstrated evidence of effectiveness in organization, staffing and management of relevant judicial sector reform programs, as well as demonstrated capability to coordinate diverse activities that produce documented, quantifiable effective results and a communication strategy for disseminating timely information to USAID and others regarding the program.

The applicant shall provide a management plan and organization chart, which should clearly depict how responsibilities and funds are allocated in the proposal. Although USAID does not necessarily expect a hierarchical management structure, it does expect an efficient interface and reporting structure, both to USAID and to the Government of Indonesia. The applicant should describe these aspects of its management plan.

A.3 COST APPLICATION FORMAT

The Cost or Business Application is to be submitted under separate cover from the technical application. Certain documents are required to be submitted by an applicant in order for the Agreement Officer to make a determination of responsibility. However, it is USAID policy not to burden applicants with undue reporting requirements if that information is readily available through other sources.

The following sections describe the documentation that applicants for Assistance award must submit to USAID prior to award. Applicants are encouraged to be as concise as possible, and provide the necessary detail to address the following:

1. Include a budget with an accompanying budget narrative which provides **in detail** the total costs for implementation of the program your organization is proposing. The budget must be submitted using Standard Form 424 and 424A which can be downloaded from the USAID web site,
http://www.usaid.gov/procurement_bus_opp/procurement/forms/sf424/;
 - the breakdown of all costs associated with the program according to costs of, if applicable, headquarters, regional and/or country offices;
 - the breakdown of all costs according to each partner organization involved in the program;
 - the costs associated with external, expatriate technical assistance and those associated with local in-country technical assistance;
 - the breakdown of the financial and in-kind contributions of all organizations involved in implementing this Cooperative Agreement;

- potential contributions of non-USAID or private commercial donors to this Cooperative Agreement;
- your procurement plan for commodities.

The following information should be taken into consideration when developing the budget:

Direct Labor - Direct salaries and wages for each year of the Agreement shall be in accordance with the organization's established personnel policies. To be considered adequate, the policies must be in writing, applicable to all employees of the organization, is subject to review and approval at a high enough organizational level to assure its uniform enforcement, and result in costs which are reasonable and allowable in accordance with applicable cost principles. The narrative should include a level of effort analysis specifying personnel, rate of compensation, and amount of time proposed. Anticipated salary increases during the period of the Agreement should be included.

Fringe Benefits - If accounted for as a separate item of cost, fringe benefits should be based on the Applicant's audited fringe benefit rate, supported by a Negotiated indirect Cost Rate Agreement (NICRA) or historical cost data. If the latter is used, the narrative should include a detailed breakdown comprised of all items of fringe benefits (e.g. health and life insurance, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.

Supplies and Equipment - Differentiate between expendable supplies and nonexpendable equipment (NOTE: Equipment is defined as tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, unless the Applicant's established policy establishes nonexpendable equipment anticipated to be required to implement the program, specifying quantities and unit cost.)

Allowances must be broken down by specific type and by person and must be in accordance with the applicant's established policies.

Travel and Per Diem - The narrative should indicate the purpose of each trip, number of trips, domestic and international, and the estimated unit cost of each. Specify the origin and destination for each proposed trip, duration of travel and number of individuals traveling. Proposed per diem rates must be in accordance with the applicant's established policies and practices that are uniformly applied to federally-financed and other activities of the applicant.

Other Direct Costs - This could include any miscellaneous costs such as

communications, report preparation costs, passports, visas, medical exams and inoculations, insurance (other than the applicant's normal coverage), etc. The narrative, or supporting schedule, should provide a complete breakdown and support for each item of other direct costs.

Proposed (Sub) contracts/agreements - Applicants who intend to utilize sub-contractors or sub recipients should indicate the extent intended and a complete cost breakdown, as well as all the information required herein for the applicant. Extensive (sub) contract/agreement financial plans should follow the same cost format as submitted by the applicant.

2. A current Negotiated Indirect Cost Rate Agreement;
3. Required certifications and representations (as attached):
4. Cost Sharing, matching arrangement and/or in-kind contribution from the recipient is encouraged, but not required. Any cost sharing proposed will be evaluated as part of the "Best Value" consideration.
5. Applicants who do not currently have a Negotiated Indirect Cost Rate Agreement (NICRA) from their cognizant agency shall also submit the following information:
 1. Copies of the applicant's financial reports for the previous 3-year period, which have been audited by a certified public accountant or other auditor satisfactory to USAID;
 2. Projected budget, cash flow and organizational chart;
 3. A copy of the organization's accounting manual.
6. Applicants should submit any additional evidence of responsibility deemed necessary for the Agreement Officer to make a determination of responsibility. The information submitted should substantiate that the Applicant:
 1. Has adequate financial resources or the ability to obtain such resources as required during the performance of the award;
 2. Has the ability to comply with the award conditions, taking into account all existing and currently prospective commitments of the applicant, nongovernmental and governmental;
 3. Has a satisfactory record of performance. Past relevant unsatisfactory performance is ordinarily sufficient to justify a finding of non-responsibility, unless there is clear evidence of subsequent satisfactory performance;

4. Has a satisfactory record of integrity and business ethics; and
5. Is otherwise qualified and eligible to receive a grant under applicable laws and regulations (e.g., EEO).
7. Applicants that have never received a grant, cooperative agreement or contract from the U.S. Government are required to submit a copy of their accounting manual. If a copy has already been submitted to the U.S. Government, the applicant should advise which Federal Office has a copy.

In addition to the aforementioned guidelines, the applicant is requested to take note of the following:

1. Unnecessarily Elaborate Applications - Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective application in response to this RFA are not desired and may be construed as an indication of the applicant's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.
2. Acknowledgement of Amendments to the RFA - Applicants shall acknowledge receipt of any amendment to this RFA by signing and returning the amendment. The Government must receive the acknowledgement by the time specified for receipt of applications.
3. Receipt of Applications - Applications must be received at the place designated and by the date and time specified in the cover letter of this RFA.
4. Submission of Applications
 - a. Applications and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the Cover Letter of this RFA, and (2) showing the time specified for receipt, the RFA number, and the name and address of the applicant.
 - b. Electronic applications (i.e., email, fax, etc.) will not be considered.
5. Preparation of Applications
 - a. Applicants are expected to review, understand, and comply with all aspects of this RFA. Failure to do so will be at the applicant's risk.
 - b. Each applicant shall furnish the information required by this RFA. The applicant shall sign the application and print or type its name on the Cover Page of the

technical and cost applications. Erasures or other changes must be initialed by the person signing the application. Applications signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

- c. Applicants who include data that they do not want disclosed to the public for any purpose or used by the U.S. Government except for evaluation purposes, should:

- (i) Mark the title page with the following legend:

“This application includes data that shall not be disclosed outside the U.S. Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this application. If, however, a grant is awarded to this applicant as a result of -or in connection with - the submission of this data, the U.S. Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting grant. This restriction does not limit the U.S. Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets 1; and

- (ii) Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this application.”

6. Explanation to Prospective Applicants - Any prospective applicant desiring an explanation or interpretation of this RFA must request it in writing **no later than January 13, 2006** to allow a reply to reach all prospective applicants before the submission of their applications. Oral explanations or instructions given before award of a Cooperative Agreement will not be binding. Any information given to a prospective applicant concerning this RFA will be furnished promptly to all other prospective applicants as an amendment of this RFA, if that information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective applicants.

7. Award

- a. The Government may award one or more Cooperative Agreements resulting from this RFA to the responsible applicant(s) whose application(s) conforming to this RFA offers the greatest value (see also Section B of this RFA). The Government may (a) reject any or all applications, (b) accept other than the lowest cost application, (c) accept more than one application (see Section B, Selection Criteria), (d) accept alternate applications, and (e) waive informalities and minor irregularities in applications received.

- b. The Government may award one or more Cooperative Agreement(s) on the basis of initial applications received, without discussions. Therefore, each initial application should contain the applicant's best terms from a cost and technical standpoint.
 - c. Neither financial data submitted with an application nor representations concerning facilities or financing, will form a part of the resulting Agreement(s).
- 8. Authority to Obligate the Government - The Agreement Officer is the only individual who may legally commit the Government to the expenditure of public funds. No costs chargeable to the proposed Agreement may be incurred before receipt of either a fully executed Cooperative Agreement or a specific, written authorization from the Agreement Officer.
- 9. Terrorist Financing - The Recipient/subrecipient(s) is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient/subrecipient(s) to ensure compliance with these Executive Orders and laws. This provision must be included in all subawards issued under this agreement.
- 10. Foreign Government Delegations to International Conferences - Funds in this [agreement, amendment] may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences [[http://www.info.usaid.gov/pubs/ads/300/refindx3 .htm](http://www.info.usaid.gov/pubs/ads/300/refindx3.htm)] or as approved by the [AO/CTO].
- 11. USAID Disability Policy – Assistance (December 2004)
 - (a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:
<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

(b) USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.”

12. Debarment, Suspension, and Other Responsibility Matters (January 2004)

- (1) The recipient agrees to notify the Agreement Officer immediately upon learning that it or any of its principals:
 - (a) Are presently excluded or disqualified from covered transactions by any Federal department or agency;
 - (b) Have been convicted within the preceding three-years period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
 - (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b); and
 - (d) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.
- (2) The recipient agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the Excluded Parties List System (<http://epls.arnet.gov>). The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award: DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (DECEMBER 2003) The recipient/contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.
- (3) The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in 22 CFR Part 208.

13. Drug-free Workplace (January 2004)

- (1) The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must
 - (a) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - (b) Specify the actions the recipient will take against employees for violating that prohibition; and
 - (c) Let each employee know that, as a condition of employment under any award, he or she (1) Must abide by the terms of the statement, and (2) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
- (2) The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about
 - (a) The dangers of drug abuse in the workplace;
 - (b) Your policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (d) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- (3) Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award, or the completion date of this award, whichever occurs first.
- (4) The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within ten calendar days after the recipient learns of the conviction.
- (5) Within 30 calendar days of learning about an employee's conviction, the recipient must either
 - (a) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - (b) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- (6) The policies and procedures applicable to violations of these requirements are set forth in 22 CFR Part 210.

SECTION B - SELECTION CRITERIA

B.1 APPLICANT ELIGIBILITY/QUALIFICATIONS

U.S. non-governmental organizations (NGOs) actively engaged in activities consistent with the program objectives may submit applications based upon this RFA.

B.2 REVIEW PROCESS

All applications which meet the eligibility and program requirements, and conform to the application preparation and submission instructions, will be reviewed and scored by a panel of USAID reviewers with the evaluation criteria set forth in this section.

The budget narrative of all applications under consideration for award will be reviewed for what are necessary and reasonable costs to support the program. Upon completion of the initial review of applications, USAID may, as it deems necessary and appropriate, conduct written and/or oral discussions with those applicants whose applications remain in the competitive range. The decision to conduct such discussions should not be considered a reflection of a final decision about which organization will receive an award, but rather would be part of the evaluation process.

B.3 BEST VALUE DECISION

Award will be made to the applicant whose application offers the best value to the Government. Best value is defined as the expected outcome of a procurement that, in the Government's estimation, provides the greatest overall benefit in response to the requirement.

For this RFA, technical proposal merits are considered significantly more important than cost relative to deciding which applicant best might perform the work. Cost realism and reasonableness, as well as the amount of cost sharing, will however be important criteria and may be the determining factor in the event that the applications receiving the highest ratings are closely ranked. Therefore, after the final evaluation of the application, the Agreement Officer will make the award to the applicant whose application offers the best value to the Government considering both technical and cost factors.

B.4 EVALUATION CRITERIA

The evaluation criteria presented below have been tailored to the requirements of this particular RFA. Applicants should note that these criteria serve to: (a) identify the significant matters which applicants should address in their applications and (b) set the standard against which all applications will be evaluated.

Technical, cost and other factors will be evaluated relative to each other, as described herein.

1. The technical application will be scored by a technical evaluation committee using the criteria shown in this Section.
2. The cost application will not be scored but will be considered as described in this Section.
3. The selection criteria below are presented by major category, with relative order of importance, so that applications will know which areas require emphasis in the preparation of applications. The criteria below reflect the requirements of this particular RFA. Applicants should note that these criteria: (a) serve as the standard against which all applications will be evaluated, and (b) serve to identify the significant matters which applicants should address in their applications.
4. Prospective applicants are forewarned that an application with the lowest estimated cost may not be selected if award to a higher priced application affords the government a greater overall benefit. All evaluation factors other than cost or price, when combined, are significantly more important than cost. However, estimated cost is an important factor and the estimated cost to the Government increases in importance as competing applications approach equivalence and may become the deciding factor when technical applications are approximately equivalent in merit.
5. Cost estimates will be analyzed as part of the applicant evaluation process. Proposed costs may be adjusted, for purposes of evaluation, based on results of the cost analysis and its assessment of reasonableness, completeness, and credibility.

Technical Evaluation Criteria

Technical applications will be evaluated according to the following criteria. The relative importance of each criterion is indicated by the number of points assigned, a total of **100 points** is possible

- | | |
|--|---------------|
| 1. Technical Approach | 40 pts |
| <ul style="list-style-type: none">• Clearly defined and achievable concept, to include the Applicant's Proposed results-oriented program objectives, indicators, planned Activities, and strategies for monitoring and evaluation.• The application reflects a clear understanding of the "application guidance," that this is governmental institutional (e.g. Supreme Court, AGO) strengthening initiative and defines unique approaches to successfully providing direct technical assistance to these institutions and GOI buy-in for proposed objectives and activities. | |

- The application clearly defines how proposed activities will be linked, coordinated and/or compliment those programs being implemented by of the USG (Scorsa, Democratic Reform Support Program, Department of Justice) and other donors (Asian Development Bank, Japan International Cooperation Agency, World Bank, European Union, Australian AID, Dutch Government).
- The application reflects a clear understanding of Justice Sector reform process underway in Indonesia and how likely trends might affect this activity. Relatedly, the application reflects a clear understanding of the needs of both the AGO and the Supreme Court.
- Clearly defined and achievable approaches to donor coordination, public education/socialization, and as to how public opinion surveys and topical assessments may be carried out is outlined.
- Gender issues are well addressed.

2. Personnel

30 pts

- Appropriateness of the proposed professional/technical positions (long and short term).
- Qualifications and relevant experience of proposed long-term professional personnel, both expatriate and Indonesian. Individuals proposed will be evaluated for their demonstrated ability to achieve project objectives, education, prior work experience and technical and management skills.
- Experience working on technical assistance projects in Indonesia and knowledge of the Indonesian language will be valued but not required.

3. Management and Communication Approach

20 pts

- Effectiveness of organizational and management plan including staffing patterns, resource allocations, program reporting and sub-awards.
- Clarity of proposed relationship with the AGO, Supreme Court and other potential justice sector institutions identified.
- A communication strategy for disseminating timely information to USAID and others regarding the program.

4. Past Performance

10 pts

- Demonstrated success in providing similar services on past awards, including satisfaction with the Applicant's programs.
- Demonstrated ability to recruit and retain qualified U.S., local and expatriate professional staff.
- Demonstrated ability in sub-contracting and/or grants management.

- Demonstrated ability to establish and maintain an extensive operation involving U.S., expatriate and local staff in a developing country.
- Demonstrated ability to successfully provide managerial and technical back-stopping for a requirement of this size and complexity.

Cost

The applicants' proposed cost applications will not be scored but will be a selection factor and considered in making a best value decision. The proposed total cost will be evaluated for reasonableness, completeness, credibility, cost- realism and proposed level of cost sharing.

SECTION C - PROGRAM DESCRIPTION

Effective Democratic and Decentralized Governance Office

Program Description For The Justice Sector Reform Program

I. PURPOSE

The purpose of the Justice Sector Reform Program (JSRP) is to complete a cross-range of justice sector reforms over an approximate period of 3.5 years beginning in March 2006 to September 2009, with a total estimated funding of US\$10-12 million. The activity will target and provide direct assistance to the Supreme Court System and the Attorney General's Office (AGO).

For general definitional purposes the Justice Sector includes the judiciary, the attorney general or prosecutor's office, public defenders, the ombudsman's office, regulatory bodies, public law schools, public bar and judicial associations, and private institutions, such as public interest law groups, legal assistance or advocacy NGOs, alternative dispute resolution NGOs, private law schools and private bar and judicial associations.

II. USAID INDONESIA COUNTRY STRATEGY

USAID/Indonesia is in the process of implementing its country strategy plan for the period of FY 2004 through FY 2008. The overall Mission goal is to strengthen a moderate, stable and productive Indonesia. USAID/Indonesia has identified four Strategic Objectives (SO) that will have a measurable impact in meeting the above goal:

- Improved Quality of Decentralized Basic Education
- Higher Quality Basic Human Services
- Effective Democratic and Decentralized Governance
- Economic Growth Strengthened and Employment Created

Between 2004-2008, approximately \$176 million in U.S. Government assistance will be used for Strategic Objective 020 Effective Democratic and Decentralized Governance in Indonesia. To meet this objective, the achievement of three intermediate results is necessary:

Intermediate Result 1: Consolidating the Reform Agenda which is divided into two separate categories:

- 1.1. Key political reforms enacted, implemented and safeguarded
- 1.2. Strengthening the Rule of Law

Intermediate Result 2: Expanding Participatory, Effective and Accountable Local Governance

Intermediate Result 3: Addressing Conflict and Encouraging Pluralism

This activity will specifically address IR 1 and its related Sub IRs. As noted in the

current Strategy document during the previous strategy period, the justice sector remained a significant obstacle to accountable democratic governance. Official commitment to reform in the sector remained ambiguous with progress exceedingly slow. However, demands for justice sector reform have begun to emerge from within civil society and key institutions. By the end of 2003, important steps toward reform were becoming apparent, providing potential opportunities for USAID support. This included the adoption of a Blueprint for Supreme Court reform, a Roadmap for the reform of the Public Prosecution System by the Attorney General's Office and steps towards combating public corruption were made. Furthermore, under the newly amended constitution the protection of basic human rights are now enshrined in law.

As a part of this current strategy, USAID assistance will advance and safeguard fundamental reforms by supporting key governmental, political party and civil society reformers. In working with these partners, USAID will improve the effectiveness of targeted political institutions including the Constitutional Court, the National Parliament, the Supreme Court and political parties. Institutional support will be sharply focused on the ability of key institutions to advance and protect reform. This strategic approach shifts assistance from broad civil society development and capacity building to the capacity building and strengthening of key Government of Indonesia institutions through the provision of direct and targeted assistance to these select institutions.

This result will be achieved when there are diminished threats to democracy and a greater institutionalization of democratic governance through more accountable, effective and responsive justice sector institutions and the protection of the rule of law.

III. BACKGROUND AND CONSTRAINTS

Following Indonesia's elections of 1999 and 2004, Indonesians as well as the international community acknowledged the need for a comprehensive reform of the Justice Sector. Several years into the reform process, Indonesians are still working to achieve a legal system which is competent, accountable and corruption-free. Yet judicial reform progress over the past four years is unprecedented when compared to any other period in the 60-year history of Indonesia's judiciary. Developments within the core institutions of the Justice Sector — particularly with regard to increased transparency, the introduction of reform-minded leadership, the development of comprehensive reform plans through public-private partnerships, the initiation of the implementation of those plans, and the redistribution of power among state institutions and legal actors — offer unique opportunities to further the reform process.

Since the transition from the Soeharto "New Order" government in 1998, Indonesia has made great strides toward instituting democratic governance. At the national level, new foundations for democracy were established with significant USAID/Indonesia assistance. The legal framework provides for more effective checks and balances between the executive, legislative and judicial branches of government. In 2004, the

President and Vice-President were elected directly by the people.

However, the years of centralized and autocratic government prior to 1998 have rendered democratic institutions weak and corrupt; and the courts are among the weakest. A corrupt and inefficient judicial system, lacking adequate management structures and vulnerable to political interference, continues to undermine effective rule of law in Indonesia. Pending reforms have the potential to establish judicial independence, but are tenuous.

With regard to corruption, many view that the period of “reformasi” has turned the clock even further back into a chaotic and unpredictable system of state corruption. Even with President Yudoyono’s strong anti-corruption push, corruption remains a pervasive and destructive problem, affecting all branches and levels of government.

The Judiciary in the Reform asi Period

Interest in reforming the judiciary predates the Reform asi period, but most of the progress to date has come about as a result of disenchantment with the role of the law enforcement agencies under authoritarianism. To promote legal reforms, the then government of Abdurrahman Wahid established the National Law Commission. Its role was “to design a general plan for law reform in Indonesia based on the concept of a state of laws and having regard to the public’s sense of justice.” (National Law Commission publication).

Additionally, the current President, Susilo Bambang Yudoyono, has pledged that over the next five years the Government of Indonesia will create a “Safe and Peaceful, Just and Democratic as well as a More Prosperous Indonesia”. In order to create a just and democratic Indonesia, the government’s main agenda is to improve the performance of, and increase the public’s confidence in law enforcement institutions, particularly the judiciary and the police force, as well as to reform the bureaucracy based on the principles of good governance.

To this end, there are two major judicial reform efforts underway at this time. The first is an effort to make the courts into an independent branch of government by transferring the administration of the courts from the Executive Branch (primarily the Department of Law and Human Rights) to the Judiciary themselves under the Supreme Court.

Traditionally, the administration of the courts was conducted by the Department of Law and Human Rights (general courts), the Department of Defense (military courts), etc. Law number 35 of 1999 amended a fundamental law on the judicial power, and put the general courts, administrative courts, religious courts and the military courts both organizationally and administratively under the Supreme Court. On April 1, 2004, as required by law, the Department of Law and Human Rights transferred

administrative and financial control of the judiciary including the Military and religious courts to the Supreme Court just in time to meet the deadline of five years from enactment of the amendment. This system of having the courts manage themselves is commonly called the “One-roof System”. Unfortunately, the Executive Branch has not fully relinquished all of its authority over the Judiciary through its control of judicial budgets and the appointment of administrative staff. However, there are opportunities opening up in Indonesia to promote the full independence of the Judiciary.

At the same time, the Supreme Court, which always managed its own internal administration, is reorganizing itself in order to improve its own performance, especially its adjudicative performance. Many observers of Indonesian reform process credit the appointment of Chief Justice Bagir Manan in 2001 as the event that opened the Supreme Court to self-reflection regarding its role in Indonesia’s nascent democracy.

The Chief Justice requested assistance in the development of a comprehensive reform plan for the judiciary, including one for the Supreme Court itself. USAID, through the Asia Foundation, supported Indonesian NGOs, the Indonesian Institute for an Independent Judiciary (LeIP) and the Institute for Legal Policy and Advocacy Studies (PSHK), which completed a detailed performance audit in 2003. Its draft final conclusions, accepted by the Supreme Court, were published as the “Blueprint for the Reform of the Supreme Court of Indonesia”. The Blueprint focuses on financial management, human resource management, career development for the judges, and case management.

While the introduction of the “One-Roof System” and the implementation of the “Blueprints” are interrelated, there is a distinction between them, since the Blueprint is much more detailed regarding matters directly relevant to the Supreme Court’s own performance, such as appointments to the Supreme Court, case tracking in the Supreme Court, etc. as opposed to questions of how judges at the entry level (the district courts) are recruited, and how judges at that level manage cases.

Apart from these two major reform efforts, there has been a significant amount of legislative development around establishing new courts for specific functions and new judicial institutions in general. An example is the constitutional amendment of November 2001 that provides for a Judicial Commission and a Constitutional Court. The Judicial Commission will deal with proposals for Supreme Court appointments and with judicial ethics issues.

The nine-member Constitutional Court, established in late 2003, made an impressive kick-start with a March 2004 ruling on Article 60 of the 2003 Election Law, which prohibits former Communist Party (PKI) members from standing for office. The Court ruled that the prohibition contradicts constitutional provisions against discrimination

and renders Article 60 no longer valid. In general, the Constitutional Court's modus operandi of holding oral, adversarial proceedings and providing detailed, written elaborations of legal reasoning in its judgments as well as its perceived independence from the executive has given it a great deal of credibility in the eyes of Indonesians and foreign observers.

In an effort to combat the deeply rooted and systemic corruption discussed above, the Republic of Indonesia issued Law No. 30 of 2002 regarding the Commission of Anti-Corruption (KPK). The KPK is an investigative and prosecutorial body that handles major corruption cases. The corollary to the KPK is the Anti-Corruption Court. The Anti-Corruption Court is a specialized court under the Court of General Jurisdiction. The first Anti-Corruption Court was established at the Central Jakarta District Court. Other specialized courts include the Commercial Court established in 1986 and the Human Rights court established in 2001.

USAID support to Justice Sector Legal Reform

USAID/Indonesia has supported these reforms and intends to continue to support the Justice Sector reform process under the current 2004-2008 strategy. The program will focus on the independence and effectiveness of the Indonesian judiciary, especially through successful implementation of the so-called "One-Roof System" and the strengthening of Indonesia's public prosecution system. The program will also support initiatives to engage and form alliances with reform-oriented elements within public agencies, such as the Supreme Court, the Constitutional Court, the Attorney General's Office and the recently established Corruption Eradication Commission as well as increasing public education of and support for Justice Sector reform.

Coordination and Collaboration on Legal Reform Efforts

The Justice Sector reform has attracted great support from the donor community and if reform efforts are to continue to move forward donor coordination and collaboration will continue to play a critical role in this process. For reference, below is a summary of current donor activities which will be implemented during the life of this activity.

Netherlands — The Netherlands's new ROL project will be implemented through the World Bank, at a level of \$3 to 4 million per year. It is designed to be opportunistic and to cover the entire legal reform gamut, including strengthening court performance, strengthening law enforcement, strengthening legal environment, strengthening supporting institutions and enhancing access to justice. The program will focus on the Supreme Court for the first six months in order to continue the support that has been given so far to the Blueprint process, but then the program will work intensively with selected district courts, local media and civil society in order to professionalize the

district courts. They will be supporting the Judicial Commission¹ which will have responsibility for judicial ‘supervision.’

World Bank: The World Bank is implementing a Justice for the Poor project that mostly involves studies of access to justice issues. It is focused on how justice works at the village level where the court system for practical purposes does not reach. The program will emphasize on informal dispute resolution systems, the religious courts, women’s legal rights, and local level regulations.

European Union (EU): The EU plans to work with selected district courts (Medan, Padang and Makassar) and to complement this with legal aid and Alternative Dispute Resolution (ADR) projects in those jurisdictions. They will use Indonesian university faculty to provide assistance.

The EU will also support judicial education and training. They will support enhanced training required of judicial candidates, and a continuing legal education course in the three pilot district courts. Through their university partners, a court administration course will be designed. They are also planning to support activities that give judges access to legal materials, publishing court decisions, helping with judicial supervision, and case management in their pilot courts.

Japan: Japan is planning to build the new Judicial Training Center (JTC). The Supreme Court needs a new JTC to allow it to take over responsibility for training all new and current judges per the “One-Roof System.” Japan is also assisting with training in the court-annexed ADR and has supported the creation of judicial bench books.

Australia: Australia intends to spend AUD\$20 million over five years. They have more of a human rights focus to their activity and are working with the National Human Rights Commission. They will work on judicial education, judicial conduct (through the Judicial Commission), case management, financial management and administrative reforms. They are also training prosecutors on select criminal law topics like preparation of indictments and they plan to establish a relationship between the Australian Federal Judiciary and the Indonesian judiciary.

USAID/Indonesia-Economic Growth (EG): The EG office is carrying out a four year program to assist the Supreme Court to implement its “2004 Blueprint for the Development of Commercial Court and for the establishment of Anti-Corruption

¹ Article 24 B (2) of the Third Amendment to the 1945 Constitution mandates the establishment of a Judicial Commission as an independent body, which will play the dominant role in the selection of Supreme Court justices. With the establishment of the Commission, candidate Supreme Court justices will be proposed by the Judicial Commission to the Parliament for approval, and will then be appointed as justices by the President. The Judicial Commission has also been tasked to conduct supervision over the judiciary, and possibly take disciplinary action when necessary, although this responsibility is to be shared with the Judicial Supervision Department of the Supreme Court itself

Court.” Technical assistance will enhance the present capacity of the Commercial Court and establish a functioning Anti-Corruption Court. Assistance will cover the following areas of activities: drafting laws and amendments, institutional and administrative support, information technology, human resource development, and transparency and accountability.

IV. PROGRAM DESCRIPTION

Respect for the rule of law and a well-developed justice system are the underpinnings of a democratic society and modern economy. An effective rule of law and well-functioning justice sector institutions are crucial to the development and consolidation of democratic order. It also enhances predictability, equitable treatment, and a respect for basic human rights; provides services in accord with societal demand and expectations; and helps curb the arbitrary exercise of power by government, elites, and other privileged groups. Moreover an independent and competent judiciary constitutes an essential element of a successful governance and anti-corruption strategy. In all of these regards, Justice Sector institutions including the judiciary must be transparent, accountable and in compliance with the law.

Therefore, the core objectives of the Justice Sector Reform Program (JSRP) in order of priority are to:

- Support the development of a more effective, transparent, accountable and independent Judicial Branch of Government through targeted and direct assistance to the Supreme Court System
- Assist the Attorney General’s Office in the implementation of the “Roadmap” for reform of the public prosecution system

The Secondary objectives of the Justice Sector Reform Program in order of priority are to:

- Carry-out the collection of data including technical reports/analysis
- Support public education and understanding of Justice Sector reforms
- Promote Donor Coordination and Collaboration of Justice Sector Reforms

All activities should be linked and/or coordinated with other USG (Democratic Reform Support Program, Scorsa, Department of Justice) and other donor initiatives (e.g. Asian Development Bank, World Bank, Australian Aid, European Union, Netherlands, Japan International Cooperation Agency) and these linkages should be clearly identified in the Applicant’s technical application.

The Office of Democratic and Decentralized Governance (DOG) is interested in moving away from civil society development and/or advocacy activity designs similar to those previously funded by the Mission. Such supply side activities will help bring more balance to DDG’s already solidly funded demand side activities. Therefore,

applicants are encouraged to provide direct and targeted assistance to Government of Indonesia (GOI) institutions rather than to or through civil society organizations or service providers.

Recognizing that the requirements of the Indonesian Justice Sector specifically the Supreme Court and the AGO may shift, the below listed activities are not meant to restrict or discourage applicants from providing alternative ideas and interventions as long as the proposed interventions contribute to the achievement of more transparent, effective and accountable justice sector institutions, meet the direct GOI assistance requirement and address the anticipated results, provide for donor coordination, and undertake public opinion surveys and topical assessments as outlined in this document.

Support the development of a more effective, transparent, accountable and independent Judicial Branch of Government.

Judicial reform is at a critical stage in Indonesia. While there is momentum under President Yudoyono to press for an independent and effective judiciary, the GOI in particularly the Supreme Court will require assistance to keep that momentum moving in a positive and productive direction. The Court itself has requested administrative, human resource, procedural, fiscal, management, and operational assistance. It is likely that a cross range of technical assistance including information, training, curriculum development, software, hardware, etc., will be needed as part of any designed program. Potential areas of assistance include the following points: (1) Judicial Security issues including the potential development of a Bailiffs System or a Marshal Service or related judicial security measures; (2) Strengthen the Supreme Court judicial training center, judicial training and education and general professional development for both judicial and non-judicial staff. Training and information should include gender issues, trafficking in persons, people with disabilities, human rights, judicial ethics as well as other identified training needs; (3) Work with the Supreme Court to establish a court system in Aceh; and (4) Expand the Supreme Court's public relations and other avenues for public information sharing.

Institutional Strengthening of the Attorney General's Office (AGO)

In creating a just and democratic Indonesia, President Susilo Bambang Yudoyono has made a commitment to strengthen the Attorney General's Office (AGO) in order to combat corruption, as indicative in the United Indonesia Cabinet's Medium-Term Development (2004-2009). As a result of this commitment the AGO completed an internal review of its needs. That document titled "The Agenda of the Attorney General's Office Reform 2005-2006" outlined key areas to be addressed such as, human resource management, case management, and general administration.

However, based upon discussions with the Attorney General's Office and the Partnership for Governance Reform in Indonesia, the JSRP could focus its efforts on the following potential areas: (1) reform of the Supervision System including the development of a Prosecutor's Code of Ethics, Mechanisms on Cooperation between the AGO's Supervision Unit and the Prosecutorial Commission, Guidelines for Assessing Quality and Performance of Prosecutors, and a Database on Prosecutors Performance; and (2) development and usage of an effective Public Relations system for the AGO.

Additionally, depending upon need and availability of resources, the JSRP may also potentially seek to collaborate with other donors on case tracking and management, education and training and budget and financial management.

Carry-out the collection of data including technical reports/analysis

From time to time it is likely that certain surveys and other technical assessments related to democracy, human rights, and justice sector reforms may need to be carried out as part of this project. The design and the development of the surveys/assessments should be done in close coordination with the Mission's Democratic and Decentralized Governance Office (DOG). Potential research and/or public opinion survey areas may include condition of detainees, witness protection, judicial security, analysis of Criminal Code and Criminal Procedural Code, democracy in Indonesia, government corruption, integrity of the justice sector, etc. USAID anticipates that three of these research projects will need to be completed annually.

Support public education and understanding of Justice Sector Reforms.

During the past seven years, a variety of civil society groups focused on the legal reform process and, in general, the strengthening of the legal profession have emerged as active constituencies for reform. At the same time it is crucial that the public better understand (1) what justice sector reforms are underway, (2) how these initiatives impact their daily lives, and (3) what their own role is or can be in the justice sector reform process. Potential approaches for raising public awareness may include: public dialogue sessions, government information campaigns, the production of effective public service announcements or campaign and other forms of public education, dialogue and information sharing.

Promote Donor Coordination and Collaboration of Justice Sector Reform.

As already noted, donor collaboration and coordination has been crucial to moving Justice Sector reforms forward in Indonesia. In order to ensure that these efforts continue and that the duplication of donor programming does not occur, the selected Applicant will be expected to identify gaps in donor coordination and collaboration of Justice Sector reform initiatives and fill-in those gaps. Applicants should include innovative examples of how Justice Sector coordination and collaboration might be improved, carried out, and compliment other initiatives already underway. Throughout the life of this activity, the Applicant will be required to take the lead in promoting better coordination and complimentary linkages of USG Justice Sector activities.

Strengthened Justice Sector: Crisis Modifier

All designed activities should have a built in mechanism and/or flexibility to respond to and address the changing justice sector assistance and changes in the legal and policy reform environment in Indonesia. Therefore, the Recipient has the capacity to respond to unanticipated events in the justice sector, in close consultation with the USAID Cognizant Technical Officer (CTO). (A Plug figure of \$250,000 should be set aside for this purpose.)

V. ANTICIPATED RESULTS OVER THE LIFE OF THE PROJECT

- The GOI including the Supreme Court continues to support and realize the One Roof System.
- Supreme Court continues the implementation of its Blue Print document.
- The AGO implements its Roadmap document including a strengthened supervision and public relations systems.
- Both the AGO and the Supreme Court develop and enforce a code of conduct and ethics.
- Public has greater access to judicial procedures and proceedings.
- Supreme Court and the AGO regularly make public the status and outcome of cases.
- Surveys show increased confidence in the integrity and the professionalism of the Judiciary and the AGO.
- Awareness by the AGO and the judiciary on gender issues, people with disabilities, human rights, anti-trafficking, witness protection, and victim advocacy issues are increased.
- Public oversight of and pressure for justice sector reform is increased.
- Donor coordination around Justice Sector Reform initiatives is strengthened and

- better coordinated.
- The reduction of corruption within the judiciary and the AGO is perceived by the public to have reduced.

VI. GENDER CONSIDERATIONS

The Applicant shall promote the concept of full and open participation of all members of society in justice sector reform efforts and specifically the activities outlined in this RFA.

As part of the technical application, the Applicant should outline explicit gender (male and female) considerations and opportunities for any proposed activity. The Applicant will be required to report gender disaggregated data as part of this activity.

VII. DISENFRANCHISED GROUPS

The application should take in to consideration the needs and capabilities of disadvantaged/disenfranchised groups including youth, and people with disabilities when designing proposed activities.

The Applicant will be required to report people with disability disaggregated data as part of this activity.

VIII. INITIAL ENVIRONMENTAL EXAMINATION (IEE)

An IEE has been prepared and approved in accordance with Section 2 16.2(c) (2) (i) of the Code of Federal Regulations (CFR). As the JSRP consists of technical assistance and training activities and is not expected to have a significant direct or indirect adverse impact on the natural or physical environment it will qualify for a categorical exclusion and the IEE will request the exclusion be applied.

IX. SUBSTANTIAL INVOLVEMENT

USAID/Indonesia anticipates a close working partnership with and substantial involvement in the Applicant's programs. USAID's substantial involvement in the program described in this program description will extend to those items identified below. The Assistance/Acquisition Officer herein delegates the following approvals list to the CTO in accordance with the ADS Chapter 303.5.11.

- a. Review and Approval of Indicators and Monitoring and Evaluation Plans
- b. Review and approval of Reporting Requirements
- c. Review and approve key personnel
- d. Review and approve the selection of sub-grants/sub-awards.

A. INDICATORS & MONITORING/EVALUATION PLANS

Specific and objective performance measures which meet USAID/Indonesia's strategic objectives, performance monitoring plan and program components will be established as a component of the work-planning process. Performance measures will be developed in consultation with host-country counterparts but in consultation and agreement with USAID/Indonesia/DDG. Monitoring and evaluation activities shall be planned with the above, at this stage to include targets, indicators and benchmarks.

B. REPORTING REQUIREMENTS

1. **Work Plan and Performance Monitoring Plan.** Within 45 days of award, the recipient will submit a Year I work plan. Subsequent work plans will be submitted 30 days prior to the anniversary date of award. The Year I work plan will include a proposed Performance Monitoring Plan (PMP) for the entire period of performance including the process for collecting any baseline data. The work plan and the performance monitoring plan will be subject to the approval in writing by the CTO. Workplans and performance monitoring plans should be based and reported on a fiscal quarterly basis. PMPs should be linked to USAID's own PMP and Program Components.
2. **Progress Reports.** The recipient will submit three fiscal quarterly performance reports and a fourth quarter annual report per fiscal year. These reports will indicate progress achieved towards benchmarks, highlight tangible results, identify any problems encountered in implementation and propose remedial actions as appropriate. The annual reports will include progress against work plan projections. Annual reports will be submitted 30 days after the end of the U.S. fiscal calendar year. Each annual report will cover activities completed during the preceding period and will be submitted to the CTO. Annual reports will include data collected to measure progress against the PMP. All reporting should be based upon the U.S. fiscal year calendar, and must include relevant Strategic Objective and Intermediate Result indicators as outlined in USAID/Indonesia's Strategy.
3. **Financial Reports.** The recipient will submit quarterly financial reports. All reporting is based upon USG fiscal quarters.
4. **External evaluations of the Justice Sector program.** An external mid-term evaluation will be carried out in summer 2007 to assess overall progress of this Justice Sector program, focusing on national level organizations and accomplishments, and progress to date in which implementation is under way. The results of this evaluation will be used as a basis for making any appropriate activity and implementation adjustments for the remainder of the activity. A final evaluation will be conducted in 2009 prior to the termination of the activity.

5. Technical reports: Three (3) technical reports related to democracy, democratic and human rights, and justice sector reforms are anticipated annually.

Additionally, if the recipient and USAID agree that a brief re-review of the needs of the Supreme Court and/or the AGO should be carried out at the beginning of the activity such a re-review must be completed within the first 30 days of the activity so as not to delay the finalization of a work plan and implementation of the activity unnecessarily.

C. STAFFING/PERSONNEL

It is expected that the Applicant will recruit and establish a small team of resident experts and supporting staff to develop and implement the program. At a minimum, the team envisioned would be comprised of an expatriate Chief of Party, expatriate and/or Indonesian Justice Sector Advisor(s), communication/public outreach advisor, Short-term Consultants and other technical and administrative staff required to carry out the various aspects of the program. Other professional positions may be designated as “key personnel” depending upon the management structure submitted by the applicant.

- **Chief of Party:**
 - Strong strategic planning, management, supervision, and budgeting expertise
 - Ability to develop a common vision among partners and donors and lead multi-disciplinary teams
 - Expertise in scaling up large programs in complex environments
 - Strong communication skills both interpersonal and written.
 - Fluency in English required; proficiency in Bahasa Indonesia desirable
 - Prior experience managing USAID or similarly funded projects, required
 - Prior experience managing similar Rule of Law or Justice Sector activities, desirable
 - Prior work experience or knowledge of Indonesian politics or similar regional experience, desired
 - An advanced degree such as a Juris Doctorate, Masters of Law, International Relations, or Public Administration or relevant academic discipline from a fully accredited university.
 - Demonstrated ability to perform in a team spirit and to maintain cordial and professional relationships with USAID, Host Government, Civil Society and other counterparts are essential.
- **Justice Sector Advisor(s)**
 - Demonstrated expertise and relevant experience serving as an advisor and/or in designing and implementing rule of law, justice Sector projects, curriculum development programs and/or related field, required.

- Comprehensive knowledge of Indonesian politics or similar regional experience, desired.
 - A Juris Doctorate degree, equivalent legal degree or degree relevant to the specific advisor position is required.
 - Demonstrated ability to perform in a team spirit and to maintain cordial and professional relationships with USAID, Host Government, Civil Society and other counterparts are essential.
 - Fluency in English required; proficiency in Bahasa Indonesia desirable.
- **Short-term Consultant(s)**
 - Relevant work experience and knowledge to the task they will be carrying-out.
 - Prior work experience or knowledge of Indonesian politics or similar regional experience, desired
 - An advanced degree such as a Juris Doctorate, Masters of Law, International Relations, or Public Administration or relevant academic discipline from a fully accredited university.
 - Fluency in English required; proficiency in Bahasa Indonesia desirable

The Mission reserves the right to check the references of any and all personnel proposed for this activity.

D. SUB-AWARDS

USAID's CTO will have the right to review and approve the selection of sub-grant/sub-awards.

X. SPECIAL INSTRUCTIONS

1. Duty Post: Work under this Activity will be performed in Indonesia. Any work conducted outside of Indonesia requires advance approval by USAID/Indonesia/DDG.
2. Access to classified information: The recipient will not have access to classified information.
3. Logistical support and travel in country: The recipient is responsible for providing all logistical support.
4. Documents: In the course of implementation, the recipient will produce documentation and guidelines that will be in public domain and may be replicated or used by USAID or other institutions.

5. Local staff: The Chief-of-Party to the greater extent possible may recruit and train Indonesian staff for operating the roles and responsibilities so that the roles of foreign consultants can be diminished over time.
6. Press contacts: While USAID anticipates that this will be a high profile activity with a solid communication and public outreach strategy, the recipient is requested to consult with USAID prior to conducting interviews with foreign or local press, issuing press releases, holding news conferences, or other communications with the news media regarding this activity.

SECTION D
U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT
CERTIFICATIONS, ASSURANCES, AND OTHER STATEMENTS OF
RECIPIENT [1][2]

PART I - CERTIFICATIONS AND ASSURANCES

1. ASSURANCE OF COMPLIANCE WITH LAWS AND REGULATIONS GOVERNING NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS
 - (a) The recipient hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the grant for which application is being made, it will comply with the requirements of:
 - (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;
 - (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;
 - (3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;
 - (4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and
 - (5) USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.
 - (b) If the recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and shall be applicable to the entire institution unless the recipient establishes to the satisfaction of the USAID

Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

- (c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the recipient by the Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or per This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

(a) Instructions for Certification

- (1) By signing and/or submitting this application or grant, the recipient is providing the certification set out below.
- (2) The certification set out below is a material representation of fact upon which reliance was placed when the agency determined to award the grant. If it is later determined that the recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) For recipients other than individuals, Alternate I applies.
- (4) For recipients who are individuals, Alternate II applies.

(b) Certification Regarding Drug-Free Workplace Requirements

Alternate I

- (1) The recipient certifies that it will provide a drug-free workplace by:

- (A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the applicant's/grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (B) Establishing a drug-free awareness program to inform employees about--
 - 1. The dangers of drug abuse in the workplace;
 - 2. The recipient's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (b) (1) (A);
- (D) Notifying the employee in the statement required by paragraph (b) (1) (A) that, as a condition of employment under the grant, the employee will--
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (E) Notifying the agency within ten days after receiving notice under subparagraph (b) (1) (D) 1, from an employee or otherwise receiving actual notice of such conviction;
- (F) Taking one of the following actions, within 30 days of receiving notice under subparagraph (b) (1)(D)2., with respect to any employee who is so convicted--
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a

Federal, State, or local health, law enforcement, or other appropriate agency;

(G) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (b)(1)(A), (b)(1)(B), (b)(1)(C), (b)(1)(D), (b)(1)(E) and (b)(1)(F).

(2) The recipient shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Alternate II

The recipient certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS [3]

(a) Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. [4] You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," [5] provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the methods and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- (b) Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (B) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (C) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (B) of this certification;
 - (D) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Solicitation No. _____

Application/Proposal No. _____

Date of Application/Proposal _____

Name of Applicant/Subgrantee _____

Typed Name and Title _____

Signature _____

1/ See ADS Chapter 303, 22 CFR 208.

2/ For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the USAID grant standard provision for U.S. nongovernmental organizations entitled "Debarment, Suspension, and Related Matters" (see ADS Chapter 303), or in the USAID grant standard provision for non-U.S. nongovernmental organizations entitled "Debarment, Suspension, and Other Responsibility Matters" (see ADS Chapter 303).

4. CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. PROHIBITION ON ASSISTANCE TO DRUG TRAFFICKERS FOR COVERED COUNTRIES AND INDIVIDUALS (ADS 206)

USAID reserves the right to terminate this [Agreement/Contract], to demand a refund or take other appropriate measures if the [Grantee/ Contractor] is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140. The undersigned shall review USAID ADS 206 to determine if any certifications are required for Key Individuals or Covered Participants.

If there are COVERED PARTICIPANTS: USAID reserves the right to terminate assistance to, or take or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

The recipient has reviewed and is familiar with the proposed grant format and the applicable regulations, and takes exception to the following (use a continuation page as necessary):

Solicitation No. _____

Application/Proposal No. _____

Date of Application/Proposal _____

Name of Recipient _____

Typed Name and Title _____

Signature _____ Date _____

[1] FORMATS\GRNTCERT: Rev. 06/16/97 (ADS 303.6, E303.5.6a) [2] When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement". [3] The recipient must obtain from each identified sub grantee and (sub) contractor, and submit with its application/proposal, the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Transactions, set forth in Attachment A hereto. The recipient should reproduce additional copies as necessary. [4] See ADS Chapter E303.5.6a, 22 CFR 208, Annex1, App A. [5] For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the grant standard provision entitled "Debarment, Suspension, and Related Matters" if the recipient is a U.S. nongovernmental organization, or in the grant standard provision entitled "Debarment, Suspension, and Other Responsibility Matters" if the recipient is a non-U.S. nongovernmental organization.

6. KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assister, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: _____

Date: _____

Name: _____

Title/Position: _____

Organization: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

7. PARTICIPANT CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

1. I hereby certify that within the last ten years:
 - a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
 - b. I am not and have not been an illicit trafficker in any such drug or controlled substance.
 - c. I am not or have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.
2. I understand that USAID may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my USAID training.

Signature: _____

Name: _____

Date: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

FORMATS\GRNTCERT: Rev. 06/16/97 (ADS 303.6, E303.5.6a) When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement". The recipient must obtain from each identified sub grantee and (sub) contractor, and submit with its application/proposal, the Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion -- Lower Tier Transactions, set forth in Attachment A hereto. The recipient should reproduce additional copies as necessary. See ADS Chapter E303.5.6a, 22 CFR 208, Annex1, App A. For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the grant standard provision entitled "Debarment, Suspension, and Related Matters" if the recipient is a U.S. nongovernmental organization, or in the grant standard provision entitled "Debarment, Suspension, and Other Responsibility Matters" if the recipient is a non-U.S. nongovernmental organization.

8. CERTIFICATION REGARDING MATERIAL SUPPORT AND RESOURCES

As a condition of entering into the referenced agreement, _____ hereby certifies that it has not provided and will not provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity, including but not limited to the individuals and entities listed in the Annex to Executive Order 13224 and other such individuals and entities that may be later designated by the United States under any of the following authorities: § 219 of the Immigration and Nationality Act, as amended (8 U.S.C. § 1189), the International Emergency Economic Powers Act (50 U.S.C. § 1701 et seq.), the National Emergencies Act (50 U.S.C. § 1601 et seq.), or § 212(a)(3)(B) of the Immigration and Nationality Act, as amended by the USA Patriot Act of 2001, Pub. L. 107-56 (October 26, 2001) (8 U.S.C. § 1182). _____ further certifies that it will not provide material support or resources to any individual or entity that it knows, or has reason to know, is acting as an agent for any individual or entity that advocates, plans, sponsors, engages in, or has engaged in, terrorist activity, or that has been so designated, or will immediately cease such support if an entity is so designated after the date of the referenced agreement.

For purposes of this certification, "material support and resources" includes currency or other financial securities, financial services, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

For purposes of this certification, "engage in terrorist activity" shall have the same meaning as in section 212(a) (3) (B) (IV) of the Immigration and Nationality Act, as amended (8 U.S.C. § 1182(a) (3) (B) (IV)).

For purposes of this certification, "entity" means a partnership, association, corporation, or other organization, group, or subgroup.

This certification is an express term and condition of the agreement and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

Signature: _____

Name: _____

Date: _____

Address: _____

NOTICE:

If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

9. CERTIFICATION REGARDING TERRORIST FINANCING

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:
 - a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at Oak's website : <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf> or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.

- b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee’s website:
<http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
 - c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
 - d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. for purposes of this Certification-
- a. “Material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.”
 - b. “Terrorist act” means-
 - (I) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
 - (ii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub national groups or clandestine agents; or
 - (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
 - c. “Entity” means a partnership, association, corporation, or other organization, group or subgroup.

- d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- e. The Recipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

Signed: _____
(*Typed Name and Title*)
(*Name of Organization*)

Date

PART II - OTHER STATEMENTS OF RECIPIENT

1. AUTHORIZED INDIVIDUALS

The recipient represents that the following persons are authorized to negotiate on its behalf with the Government and to bind the recipient in connection with this application or grant:

Name	Title	Telephone No.	Facsimile No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. TAXPAYER IDENTIFICATION NUMBER (TIN)

If the recipient is a U.S. organization, or a foreign organization which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., please indicate the recipient's TIN:

TIN: _____

3. CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

- (a) In the space provided at the end of this provision, the recipient should supply the Data Universal Numbering System (DUNS) number applicable to that name and address. Recipients should take care to report the number that identifies the recipient's name and address exactly as stated in the proposal.
- (b) The DUNS is a 9-digit number assigned by Dun and Bradstreet Information Services. If the recipient does not have a DUNS number, the recipient should call Dun and Bradstreet directly at 1-800-333-0505. A DUNS number will be provided immediately by telephone at no charge to the recipient. The recipient should be prepared to provide the following information:
 - (1) Recipient's name.
 - (2) Recipient's address.
 - (3) Recipient's telephone number.

- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the organization was started.
- (7) Number of people employed by the recipient.
- (8) Company affiliation.

- (c) Recipients located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offer or is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

The DUNS system is distinct from the Federal Taxpayer Identification Number (TIN) system.

DUNS: _____

4. LETTER OF CREDIT (LOC) NUMBER

If the recipient has an existing Letter of Credit (LOC) with USAID, please indicate the LOC number:

LOC: _____

5. PROCUREMENT INFORMATION

- (a) **Applicability.** This applies to the procurement of goods and services planned by the recipient (i.e., contracts, purchase orders, etc.) from a supplier of goods or services for the direct use or benefit of the recipient in conducting the program supported by the grant, and not to assistance provided by the recipient (i.e., a sub grant or sub agreement) to a sub grantee or sub recipient in support of the sub grantee's or sub recipient's program. Provision by the recipient of the requested information does not, in and of itself, constitute USAID approval.
- (b) **Amount of Procurement.** Please indicate the total estimated dollar amount of goods and services which the recipient plans to purchase under the grant:

\$ _____
- (c) **Nonexpendable Property.** If the recipient plans to purchase nonexpendable equipment which would require the approval of the Agreement Officer, please indicate below (using a continuation page, as necessary) the types, quantities of

each, and estimated unit costs. Nonexpendable equipment for which the Agreement Officer's approval to purchase is required is any article of nonexpendable tangible personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

TYPE/DESCRIPTION (Generic)	QUANTITY	ESTIMATED UNIT COST
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- (d) Source, Origin, and Component of Goods. If the recipient plans to purchase any goods/commodities which are not of U.S. source and/or U.S. origin, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, and probable source and/or origin. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. Any commodity whose source is a non-Free World country is ineligible for USAID financing. The "origin" of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, commercially recognized new commodity results, which is substantially different in basic characteristics or in purpose or utility from its components. Merely packaging various items together for a particular procurement or relabeling items does not constitute production of a commodity. Any commodity whose origin is a non-Free World country is ineligible for USAID financing. "Components" are the goods which go directly into the production of a produced commodity. Any component from a non-Free World country makes the commodity ineligible for USAID financing.

TYPE/ PROBABLE DESCRIPTION ORIGIN (Generic)	QUANTITY	EST. UNIT COST	GOODS COMPONENTS	PROBABLE SOURCE	GOODS COMPONENTS
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- (e) Restricted Goods. If the recipient plans to purchase any restricted goods, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, intended use, and probable source and/or origin. Restricted goods are Agricultural Commodities, Motor Vehicles,

Pharmaceuticals, Pesticides, Rubber Compounding Chemicals and Plasticizers,
Used Equipment, U.S. Government-Owned Excess Property, and Fertilizer.

TYPE/ DESCRIPTION (Generic)	QUANTITY	ESTIMATED UNIT COST	PROBABLE SOURCE	PROBABLE ORIGIN	INTENDED USE
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- (f) **Supplier Nationality.** If the recipient plans to purchase any goods or services from suppliers of goods and services whose nationality is not in the U.S., please indicate below (using a continuation page, as necessary) the types and quantities of each good or service, estimated costs of each, probable nationality of each non-U.S. supplier of each good or service, and the rationale for purchasing from a non-U.S. supplier. Any supplier whose nationality is a non-Free World country is ineligible for USAID financing.

TYPE/ RATIONALE DESCRIPTION (Generic)	QUANTITY	ESTIMATED UNIT COST	PROBABLE SUPPLIER (Non-US Only)	NATIONALITY for NON-US
--	----------	------------------------	---------------------------------------	----------------------------------

- (g) **Proposed Disposition.** If the recipient plans to purchase any nonexpendable equipment with a unit acquisition cost of \$5,000 or more, please indicate below (using a continuation page, as necessary) the proposed disposition of each such item. Generally, the recipient may either retain the property for other uses and make compensation to USAID (computed by applying the percentage of federal participation in the cost of the original program to the current fair market value of the property), or sell the property and reimburse USAID an amount computed by applying to the sales proceeds the percentage of federal participation in the cost of the original program (except that the recipient may deduct from the federal share \$500 or 10% of the proceeds, whichever is greater, for selling and handling expenses), or donate the property to a host country institution, or otherwise dispose of the property as instructed by USAID.

TYPE/DESCRIPTION (Generic)	QUANTITY	ESTIMATED UNIT COST	PROPOSED	DISPOSITION
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6. PAST PERFORMANCE REFERENCES

On a continuation page, please provide a list of the ten most current U.S. Government and/or privately-funded contracts, grants, cooperative agreements, etc., and the name, address, and telephone number of the Contract/Agreement Officer or other contact person.

7. TYPE OF ORGANIZATION

The recipient, by checking the applicable box, represents that -

- (a) If the recipient is a U.S. entity, it operates as ☐ a corporation incorporated under the laws of the State of, ☐ an individual, ☐ a partnership, ☐ a nongovernmental nonprofit organization, ☐ a state or local governmental organization, ☐ a private college or university, ☐ a public college or university, ☐ an international organization, or ☐ a joint venture; or
- (b) If the recipient is a non-U.S. entity, it operates as ☐ a corporation organized under the laws of _____ (country), ☐ an individual, ☐ a partnership, ☐ a nongovernmental nonprofit organization, ☐ a nongovernmental educational institution, ☐ a governmental organization, ☐ an international organization, or ☐ a joint venture.

8. ESTIMATED COSTS OF COMMUNICATIONS PRODUCTS

The following are the estimate(s) of the cost of each separate communications product (i.e., any printed material [other than non-color photocopy material], photographic services, or video production services) which is anticipated under the grant. Each estimate must include all the costs associated with preparation and execution of the product. Use a continuation page as necessary.

9. SURVEY ON ENSURING EQUAL OPPORTUNITY FOR APPLICANTS

Completion of the Survey on Ensuring Equal Opportunity for Applicants is voluntary. Applicants are asked to review the purpose of the survey and, if the organization chooses to complete the form, please follow the Instructions for Submitting the Survey.

Survey on Ensuring Equal Opportunity for Applicants

OMB No. 1890-0014 Exp. 1/31/2006

Purpose: The Federal government is committed to ensuring that all qualified applicants, small or large, non-religious or faith-based, have an equal opportunity to compete for Federal funding. In order for us to better understand the population of applicants for Federal funds, we are asking nonprofit private organizations (not including private universities) to fill out this survey.

Upon receipt, the survey will be separated from the application. Information provided on the survey will not be considered in any way in making funding decisions and will not be included in the Federal grants database. While your help in this data collection process is greatly appreciated, completion of this survey is voluntary.

Instructions for Submitting the Survey: If you are applying using a hard copy application, please place the completed survey in an envelope labeled "Applicant Survey." Seal the envelope and include it along with your application package. If you are applying electronically, please submit this survey along with your application.

Applicant's (Organization) Name: _____

Applicant's DUNS Number: _____

Grant Name: _____ **CFDA Number:** _____

1. Does the applicant have 501(c)(3) status?

☐

Yes

☐

No

2. How many full-time equivalent employees does the applicant have? *(Check only one box).*

☐

3 or Fewer

☐

15-50

☐

4-5

☐

51-100

☐

6-14

☐

over 100

3. What is the size of the applicant's annual budget?

(Check only one box.)

☐

Less Than \$150,000

☐

\$150,000 - \$299,999

☐

\$300,000 - \$499,999

☐

\$500,000 - \$999,999

☐

\$1,000,000 - \$4,999,999

☐

\$5,000,000 or more

4. Is the applicant a faith-based/religious organization?

☐

Yes

☐

No

5. Is the applicant a non-religious community-based organization?

☐

Yes

☐

No

6. Is the applicant an intermediary that will manage the grant on behalf of other organizations?

☐

Yes

☐

No

7. Has the applicant ever received a government grant or contract (Federal, State, or local)?

☐

Yes

☐

No

8. Is the applicant a local affiliate of a national organization?

☐

Yes

☐

No

Survey Instructions on Ensuring Equal Opportunity for Applicants

Provide the applicant's (organization) name and DUNS number and the grant name and CFDA number.

1. 501(c)(3) status is a legal designation provided on application to the Internal Revenue Service by eligible organizations. Some grant programs may require nonprofit applicants to have 501(c)(3) status. Other grant programs do not.
2. For example, two part-time employees who each work half-time equal one full-time equivalent employee. If the applicant is a local affiliate of a national organization, the responses to survey questions 2 and 3 should reflect the staff and budget size of the local affiliate.
3. Annual budget means the amount of money your organization spends each year on all of its activities.
4. Self-identify.
5. An organization is considered a community-based organization if its headquarters/service location shares the same zip code as the clients you serve.
6. An "intermediary" is an organization that enables a group of small organizations to receive and manage government funds by administering the grant on their behalf.
7. Self-explanatory.
8. Self-explanatory.

Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1890-0014. The time required to complete this information collection is estimated to average five (5) minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. **If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:** U.S. Department of Education, Washington, D.C. 2202-4651.

If you have comments or concerns regarding the status of your individual submission of this form, write directly to the USAID Agreement Officer.

SECTION E – COOPERATIVE AGREEMENT FORMAT (SAMPLE)

NOTE: Attachment 1 is provided as a format sample only. Upon award the Recipient will receive a document tailored to the specifics of their proposal and the applicable regulations. The actual document may contain more or less than the provisions listed within this attachment. The sample is provided to familiarize potential applicants with USAID's Agreement format.

Subject: _____
Award No.: _____

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby intends to grant to _____ (hereinafter referred to as ____ or "Recipient"), the sum of \$_____ to provide support for a program in improving the quality of education in Indonesia as described in the Schedule of this award and the Attachment 2, entitled "Program Description". As this award is incrementally funded, only the amount shown in Section 1.3.b. of the Agreement schedule has been obligated for use hereunder.

This award is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives during the period beginning with the effective date and ending on the date shown in Section 1.2 of Attachment 1, Schedule. USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This award is made to the Recipient on condition that the funds will be administered in accordance with the terms and conditions as set forth in 22 CFR 226, entitled "Administration of Assistance Awards to U.S. Non-Governmental Organizations"; Attachment 1, entitled "Schedule"; Attachment 2, entitled "Program Description"; and Attachment 3 entitled "Standard Provisions."

Please sign the original and each copy of this letter to acknowledge your receipt of this award, and return the original and all but one copy to the Agreement Officer.

Sincerely,

William E. Reynolds
Supervisory Agreement Officer

Attachments:

1. Schedule
2. Program Description
3. Mandatory Standard Provisions

ACKNOWLEDGED:

By: _____

Title: _____

Date: _____

ACCOUNTING AND APPROPRIATION DATA

A. GENERAL

1. Total USAID Agreement Amount : \$_____
2. Total Program Amount : \$_____
3. Total USAID Obligated Amount : \$_____
4. Cost-Sharing
(Non-Federal) : \$_____
5. Activity Title :
6. USAID Technical Office : Office of Democratic & Decentralized
Governance (DDG)
7. Tax I.D. Number :
8. DUNS No. :
9. LOC Number :

B. SPECIFIC

1. MAARD Number :
2. Appropriation Number :
3. Budget Plan Code :

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SCHEDULE

1.1 PURPOSE OF AGREEMENT

The purpose of this Cooperative Agreement is to provide support for the program described in Attachment 2 of this Grant entitled "Program Description."

1.2 PERIOD OF AGREEMENT

The effective date of this Agreement is the date of the Cover Letter and the estimated completion date is _____. Funds obligated hereunder are available for program expenditures for the estimated period beginning the effective date of this Agreement through _____.

1.3 AMOUNT OF AWARD AND PAYMENT

- (a) The total estimated amount of this Award is \$_____.
- (b) USAID hereby obligates the amount of \$_____ for program expenditures during the period set forth in 1.2 above and as shown in the Budget below.
- (c) Payment shall be made to the Grantee by Payment - Letter of Credit in accordance with procedures set forth in 22 CFR 226.22.
- (d) Additional funds up to the total estimated amount may be obligated by USAID subject to the availability of funds, satisfactory progress of the project, and continued relevance to USAID programs.

1.4 BUDGET

The following is the Agreement Budget, including local cost financing items, if authorized. Revisions to this budget shall be made in accordance with 22 CFR 226.25.

THE BUDGET BELOW IS PROVIDED AS A SAMPLE ONLY

BUDGET	FEDERAL	NON-FEDERAL
Personnel	\$	\$
Fringe Benefits	\$	\$
Travel	\$	\$
Equipment	\$	\$
Supplies	\$	\$

Contractual	\$	\$
Other Direct Costs	\$	\$
TOTAL Direct Charges	\$	\$
Indirect Charges	\$	\$
COMBINED TOTAL	\$	\$

1.5 REPORTING AND EVALUATION

1.5.1 Financial Reporting

- (a) The Recipient shall submit in original and one copy. Financial reports shall be in keeping with 22 CFR 226.52. In accordance with 22 CFR 226.52, the SF 269 and 272 will be required by the end of this Agreement. The recipient shall submit these forms in the following manner:
- (b) The SF 272 and 272a (if necessary) will be submitted via electronic format to the U.S. Department of Health and Human Services (<http://www.dpm.psc.gov>). A copy of this form shall also be simultaneously submitted to the Cognizant Technical Officer (CTO).
- (c) The SF 269 or 269a (as appropriate) shall be submitted to the Cognizant Technical Officer.
- (d) In accordance with 22 CFR 226.70-72, the original and two copies of final financial reports shall be submitted as follows: M/FM, the Agreement Officer (if requested) and the CTO. The electronic version of the final SF 272 or 272a shall be submitted to HHS in accordance with paragraph (b) above.

1.5.2 Program Performance Reporting

- (a) Final Report – The Recipient shall submit an original and one copy of a final performance report no later than 90 calendar days after the expiration or termination of this Agreement. The Recipient shall submit the report to the:

Cognizant Technical Officer
Attn: USAID/Indonesia
Office of Basic Education
American Embassy, Unit 8135
FPO AP 96520-8135

One copy, in electronic (preferred) or paper form of final documents to one of the following: (a) Via e-mail: docsuubmit@dec.cdle.org ; (b) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (c) Via Fax: (301) 588-7787; or (d) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

- (b) Contents. The performance report shall briefly present the information contained in 22 CFR 226.51(d).

1.6 SUBSTANTIAL INVOLVEMENT UNDERSTANDINGS

The following provisions constitute USAID's substantial involvement in the recipient's program in order to assure that program requirements are met and that mutual program objectives are achieved.

The Cognizant Technical Officer (CTO), USAID/Indonesia, shall be responsible for:

- (a) Review and Approval of Indicators and Monitoring and Evaluation Plans;
- (b) Review and Approval of Reporting Requirements;
- (c) Review and approve Key Personnel; and
- (d) Review and approve the selection of sub-grants/sub-awards.

1.7 KEY PERSONNEL

The following positions have been designated as key to the successful completion of the objectives of this Agreement. In accordance with the Substantial Involvement clause of this Agreement, these personnel are subject to the approval of the CTO.

1.8 TITLE TO AND CARE OF PROPERTY

Title to all property financed under this award shall vest in the Recipient subject to the requirements of 22 CFR 226.30 through 37.

1.9 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is the United States (000) and Indonesia.

1.10 INDIRECT COSTS

Pursuant to the Standard Provision of this Award entitled "Negotiated Indirect Cost Rates - Provisional (Nonprofits)," an indirect cost rate or rates shall be established for each of the Recipient's accounting periods which apply to this Award. Pending establishment of final or revised provisional indirect cost rates, provisional payments on account of allowable costs shall be made on the basis of the following negotiated provisional rate(s) applied to the base(s) which is (are) set forth below:

Type	Rate	Base	Period
------	------	------	--------

1.11 RESOLUTION OF CONFLICTS

Conflicts between any of the Attachments of this Agreement shall be resolved by applying the following descending order of precedence:

- Attachment 1 – Schedule
- Attachment 2 - Program Description
- Attachment 3 - Standard Provisions
- Attachment 4 – 22 CFR 226

1.12 COST SHARING

The Recipient agrees to expend an amount not less than _____% of the total program amount (combined Federal and Non-Federal). Cost sharing contributions shall meet the criteria as set out in 22 CFR 226.23.

1.13 PAYMENT OFFICE

USAID/ FM/CMP – LOC Unit
Ronald Reagan Building (RRB)
Room 7.07 -108 or 134
1300 Pennsylvania Avenue, NW
Washington, D.C., 20523-7700

1.14 PROGRAM INCOME (If Applicable)

The Recipient shall account for Program Income in Accordance with 22 CFR 226.24. Pursuant to 22 CFR 226.24(1), Program Income earned under this

Agreement shall be applied and used as additive to the Agreement to further Program objectives.

1.15 SPECIAL PROVISIONS

1. Hiring of Government of Indonesia (GOI) Employees

Honoraria may be paid to university employees and to members of research institutions, who are GOI employees solely by virtue of their position in a university or research institutions, carrying out project-related activities outside their normal duties where the normal practice of the GOI condones this type of additional work. [Only nominal and occasional payments of honoraria to other GOI employees under similar circumstances may be paid provided such payments are clearly for functions outside their normal duties and do not take place during normal working hours or otherwise conflict with official duties in which case they are not considered salary supplements. Frequent recurring payments are prohibited except for university and research institution employees.]

2. **Terrorist Financing** – The Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/sub awards issued under this Agreement.

3. Foreign Government Delegations to International Conferences

Funds in this Agreement may not be used to finance the travel, per diem, hotel expenses, meals, conference meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences [<http://www.info.usaid.gov/pubs/ads/300/refindx3.htm>]" or as approved by the CTO.

4. USAID Disability Policy – Assistance (December 2004)

- (a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of

United States Government foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in

USAID policy, country and sector strategies, activity designs and implementation;

(2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S.

government agencies,

host country counterparts, governments, implementing organizations and other

donors in fostering a climate of nondiscrimination against people with disabilities;

and (4) to support international advocacy for people with disabilities. The full text

of the policy paper can be found at the following website:

<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

- (b) USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this associate cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

5. REPORTING OF FOREIGN TAXES

- (a) Final and Interim Report. The Recipient must annually submit two reports:
 - (i) an interim report by November 17; and
 - (ii) a final report by April 16 of the next year.
- (b) Contents of Report. The report must contain:
 - (i) Recipient's name.
 - (ii) Contact name with phone, fax and email.
 - (iii) Agreement number
 - (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

- (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
- (vi) Any reimbursements received by the Recipient on the taxes reported in (iv) through October 31 for the interim report and March 31 for the final report.
- (vii) The final report is an updated cumulative report of the interim report.
- (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period.
- (ix) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
 - (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (ii) "Commodity" means any material, article, supply, goods, or equipment.
 - (iii) "Foreign government" includes any foreign governmental entity.
 - (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to:
 - Office of Finance
 - USAID/Indonesia
 - American Embassy Jakarta
 - Jl. Medan Merdeka Selatan 3-5
 - Jakarta Pusat 10110, Indonesia
- (e) Subagreements. The recipient must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.
- (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

6. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (January 2004)

- (1) The recipient agrees to notify the Agreement Officer immediately upon learning that it or any of its principals:
 - (a) Are presently excluded or disqualified from covered transactions by any Federal department or agency;
 - (b) Have been convicted within the preceding three-years period preceding this proposal been convicted of or had a civil judgment rendered against them

for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

- (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b); and
- (d) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.

(2) The recipient agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the Excluded Parties List System (<http://epls.arnet.gov>). The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award: DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (DECEMBER 2003) The recipient/contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

(3) The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in 22 CFR Part 208.

7. DRUG-FREE WORKPLACE (January 2004)

- (1) The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must
 - (a) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - (b) Specify the actions the recipient will take against employees for violating that prohibition; and
 - (c) Let each employee know that, as a condition of employment under any award, he or she (1) Must abide by the terms of the statement, and (2) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
- (2) The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about

- (a) The dangers of drug abuse in the workplace;
 - (b) Your policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (d) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- (3) Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award, or the completion date of this award, whichever occurs first.
- (4) The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within ten calendar days after the recipient learns of the conviction.
- (5) Within 30 calendar days of learning about an employee's conviction, the recipient must either
- (a) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - (b) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- (6) The policies and procedures applicable to violations of these requirements are set forth in 22 CFR Part 210.

PROGRAM DESCRIPTION

The Recipient's proposal entitled "(SAMPLE TITLE ONLY)" and dated "TO BE IDENTIFIED" is attached hereto as the Program Description (Attachment 2) and is made a part of this Award.

**MANDATORY STANDARD PROVISIONS FOR
U.S., NONGOVERNMENTAL RECIPIENTS**

- | | |
|--------------------------------|---|
| 1. Applicability of 22 CFR 226 | 6. Amendment |
| 2. Ineligible Countries | 7. Notices |
| 3. Nondiscrimination | 8. Sub agreements |
| 4. Investment Promotion | 9. OMB Approval Under the
Paperwork Reduction Act |
| 5. Nonliability | 10. USAID Eligibility Rules for
Goods and Services |

1. APPLICABILITY OF 22 CFR PART 226 (April 1998)

- (a) All provisions of 22 CFR Part 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to sub recipients which meet the definition of "Recipient" in Part 226, unless a section specifically excludes a sub recipient from coverage. The recipient shall assure that sub recipients have copies of all the attached standard provisions.
- (b) For any sub awards made with entities which fall outside of the definition of "Recipient" (such as Non-US organizations) the Recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Grantees" except for the "Accounting, Audit and Records" Standard Provision. Recipients are required to ensure compliance with sub recipient monitoring procedures in accordance with OMB Circular A-133 and shall insert an appropriate provision on accounting, audit and records.

2. INELIGIBLE COUNTRIES (MAY 1986)

Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

3. NONDISCRIMINATION (MAY 1986)

(This provision is applicable when work under the grant is performed in the U.S. or when employees are recruited in the U.S.)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this award on the basis of race, color, national origin, age, handicap, or sex.

4. INVESTMENT PROMOTION (January 1994)

No funds or other support provided hereunder may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.

No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID.

No funds or other support provided hereunder may be used in a project or activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.

This provision must be included in all sub agreements.

5. NONLIABILITY (NOVEMBER 1985)

USAID does not assume liability for any third party claims for damages arising out of this award.

6. AMENDMENT (NOVEMBER 1985)

The award may be amended by formal modifications to the basic award document or by means of an exchange of letters between the Agreement Officer and an appropriate official of the recipient.

7. NOTICES (NOVEMBER 1985)

Any notice given by USAID or the recipient shall be sufficient only if in writing and delivered in person, mailed, or cabled as follows:

To the USAID Agreement Officer, at the address specified in the award.

To recipient, at recipient's address shown in the award or to such other address designated within the award

Notices shall be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

8. SUBAGREEMENTS (June 1999)

Sub recipients, sub awardees, and contractors have no relationship with USAID under the terms of this agreement. All required USAID approvals must be directed through the recipient to USAID.

9. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (April 1998)

Information collection requirements imposed by this grant are covered by OMB approval number 0412-0510; the current expiration date is 11/30/2000. Identification of the Standard Provision containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are set forth below.

Standard Provision	Burden Estimate
Air Travel and Transportation	1 (hour)
Ocean Shipment of Goods	.5
Patent Rights	.5
Publications	.5
Negotiated Indirect Cost Rates - (Predetermined and Provisional)	1
Voluntary Population Planning	.5
Protection of the Individual as a Research Subject	1
22 CFR 226	Burden Estimate
22 CFR 226.40-.49 Procurement of Goods and Services	1
22 CFR 226.30 - .36 Property Standards	1.5

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Procurement,

Policy Division (M/OP/P) U.S. Agency for International Development, Washington, DC 20523-7801 and to the Office of Management and Budget, Paperwork Reduction Project (0412-0510), Washington, DC 20503.

10. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (April 1998)

(This provision is not applicable to goods or services which the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.)

- (a) Ineligible and Restricted Goods and Services: USAID's policy on ineligible and restricted goods and services is contained in ADS Chapter 312.
 - (1) Ineligible Goods and Services. Under no circumstances shall the recipient procure any of the following under this award:
 - (i) Military equipment,
 - (ii) Surveillance equipment,
 - (iii) Commodities and services for support of police or other law enforcement activities,
 - (iv) Abortion equipment and services,
 - (v) Luxury goods and gambling equipment, or
 - (vi) Weather modification equipment.
 - (2) Ineligible Suppliers. Funds provided under this award shall not be used to procure any goods or services furnished by any firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the recipient with a copy of these lists upon request.
 - (3) Restricted Goods. The recipient shall not procure any of the following goods and services without the prior approval of the Agreement Officer:
 - (i) Agricultural commodities,
 - (ii) Motor vehicles,
 - (iii) Pharmaceuticals,
 - (iv) Pesticides,
 - (v) Used equipment,
 - (vi) U.S. Government-owned excess property, or
 - (vii) Fertilizer.

Prior approval will be deemed to have been met when:

- (i) the item is of US source/origin;
- (ii) the item has been identified and incorporated in the program description or schedule of the award (initial or revisions), or amendments to the award; and
- (iii) the costs related to the item are incorporated in the approved budget of the award.

Where the item has not been incorporated into the award as described above, a separate written authorization from the Agreement Officer must be provided before the item is procured.

- (b) Source and Nationality: The eligibility rules for goods and services based on source and nationality are divided into two categories. One applies when the total procurement element during the life of the award is over \$250,000, and the other applies when the total procurement element during the life of the award is not over \$250,000, or the award is funded under the Development Fund for Africa (DFA) regardless of the amount. The total procurement element includes procurement of all goods (e.g., equipment, materials, and supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source, origin and nationality are contained in 22 CFR Part 228, Rules on Source, Origin and Nationality for Commodities and Services Financed by the Agency for International Development, which is incorporated into this Award in its entirety.
 - (1) For DFA funded awards or when the total procurement element during the life of this award is valued at \$250,000 or less, the following rules apply:
 - (i) The authorized source for procurement of all goods and services to be reimbursed under the award is USAID Geographic Code 935, "Special Free World," and such goods and services must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 in accordance with the following order of preference:
 - (A) The United States (USAID Geographic Code 000),
 - (B) The Cooperating Country,
 - (C) USAID Geographic Code 941, and
 - (D) USAID Geographic Code 935.
 - (ii) Application of order of preference: When the recipient procures goods and services from other than U.S. sources, under the order of preference in paragraph (b) (1) (i) above, the recipient shall document its files to justify each such instance. The documentation

shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the grantee's documentation:

- (A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
 - (B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,
 - (C) Compelling local political considerations precluded consideration of U.S. sources,
 - (D) The goods or services were not available from U.S. sources, or
 - (E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the award.
- (2) When the total procurement element exceeds \$250,000 (unless funded by DFA), the following applies: Except as may be specifically approved or directed in advance by the Agreement Officer, all goods and services financed with U.S. dollars, which will be reimbursed under this award must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 for the authorized geographic code specified in the schedule of this award. If none is specified, the authorized source is Code 000, the United States.
- (c) Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by USAID in whole or in part and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference:
- (1) The United States (USAID Geographic Code 000),
 - (2) The Cooperating Country,
 - (3) "Selected Free World" countries (USAID Geographic Code 941), and
 - (4) "Special Free World" countries (USAID Geographic Code 899).
- (d) If USAID determines that the recipient has procured any of these goods or services under this award contrary to the requirements of this provision, and has received

payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.

This provision must be included in all subagreements which include procurement of goods or services which total over \$5,000.

(END OF STANDARD PROVISION)

**Mandatory Standard Provisions
for U.S., Nongovernmental Recipients
When Activities Are Undertaken Outside the U.S.**

- | | |
|---------------------------------------|----------------------------------|
| 11. Regulations Governing Employees | 14. International Air Travel and |
| 12. Conversion of US dollars to Local | Transportation |
| Currency | 15. Ocean Shipment of Goods |
| 13. Use of Pouch Facilities | 16. Local Procurement |

11. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)

(The following applies to the recipient's employees working in the cooperating country under the agreement who are not citizens of the cooperating country.)

- (a) The recipient's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.
- (b) The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR Part 136, except as this may conflict with host government regulations.
- (c) Other than work to be performed under this award for which an employee is assigned by the recipient, no employee of the recipient shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.
- (d) The recipient's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.
- (e) In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party shall consult with the USAID Mission Director and the employee involved and shall recommend to the recipient a course of action with regard to such employee.

- (f) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.
- (g) If it is determined, either under (e) or (f) above, that the services of such employee should be terminated, the recipient shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

12. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)

Upon arrival in the Cooperating Country, and from time to time as appropriate, the recipient's chief of party shall consult with the Mission Director who shall provide, in writing, the procedure the recipient and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

13. USE OF POUCH FACILITIES (AUGUST 1992)

- (a) Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID recipients and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rest with the Embassy or USAID Mission. In consideration of the use of pouch facilities, the recipient and its employees agree to indemnify and hold harmless, the Department of State and USAID for loss or damage occurring in pouch transmission:
 - (1) Recipients and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of .9 kgs per shipment of correspondence and documents needed in the administration of assistance programs.
 - (2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of .45 kgs per shipment (but see (a) (3) below).
 - (3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.

- (4) Official and personal mail pursuant to a.1. and 2. above sent by pouch should be addressed as follows:

Name of individual or organization (followed by letter symbol "G")
City Name of post (USAID/_____)
Agency for International Development
Washington, D.C. 20523-0001

- (5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.
 - (6) Recipient personnel are NOT authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide.
- (b) The recipient shall be responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities.
 - (c) Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or USAID Mission.

14. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

(This provision is applicable when costs for international travel or transportation will be paid for with USAID funds. This provision is not applicable if the recipient is providing for travel with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.)

(a) PRIOR BUDGET APPROVAL

In accordance with OMB Cost Principles, direct charges for foreign travel costs are allowable only when each foreign trip has received prior budget approval. Such approval will be deemed to have been met when:

- (1) The trip is identified. Identification is accomplished by providing the following information: the number of trips, the number of individuals per trip, and the destination country(s).
- (2) the information noted at (a) (1) above is incorporated in: the proposal, the program description or schedule of the award, the implementation plan (initial or revisions), or amendments to the award; and

- (3) the costs related to the travel are incorporated in the approved budget of the award.

The Agreement Officer may approve travel which has not been incorporated in writing as required by paragraph (a) (2). In such case, a copy of the Agreement Officer's approval must be included in the agreement file.

(b) NOTIFICATION

- (1) As long as prior budget approval has been met in accordance with paragraph (a) above, a separate Notification will not be necessary unless:
 - (i) the primary purpose of the trip is to work with USAID Mission personnel, or
 - (ii) the recipient expects significant administrative or substantive programmatic support from the Mission.

Neither the USAID Mission nor the Embassy will require Country Clearance of employees or contractors of USAID Recipients.

- (2) Where notification is required in accordance with paragraph (1) (i) or (ii) above, the recipient will observe the following standards:
 - (i) Send a written notice to the cognizant USAID Technical Office in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W Technical Officer to forward the notice to the field.
 - (ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.
 - (iii) The notification shall contain the following information: the award number, the cognizant Technical Officer, the traveler's name (if known), date of arrival, and the purpose of the trip.
 - (iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the Technical Officer in the Mission to contact the recipient within 5 working days of having received the notice if the travel is denied. If the recipient has not received a response within the time frame, the recipient will be considered to have met these standards for notification, and may travel.

- (v) If a subrecipient is required to issue a Notification, as per this section, the subrecipient may contact the USAID Technical Officer directly, or the prime may contact USAID on the subrecipient's behalf.

(c) SECURITY ISSUES

Recipients are encouraged to obtain the latest Department of State Travel Advisory Notices before traveling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet.

Where security is a concern in a specific region, recipients may choose to notify the US Embassy of their presence when they have entered the country. This may be especially important for long-term posting.

(d) USE OF U.S.-OWNED LOCAL CURRENCY

Travel to certain countries shall, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the grantee may exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

(e) THE FLY AMERICA ACT

The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR part 301, and are hereby incorporated by reference into this award.

(f) COST PRINCIPLES

The recipient will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in international travel status in accordance with the recipient's applicable cost principles and established policies and practices which are uniformly applied to federally financed and other activities of the grantee.

If the recipient does not have written established policies regarding travel costs, the standard for determining the reasonableness of reimbursement for overseas allowance will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the Agreement Officer.

(g) SUBAWARDS.

This provision will be included in all subawards and contracts which require international air travel and transportation under this award.

15. OCEAN SHIPMENT OF GOODS (JUNE 1999)

(This provision is applicable for awards and subawards for \$100,000 or more and when goods purchased with funds provided under this award are transported to cooperating countries on ocean vessels whether or not award funds are used for the transportation.)

- (a) At least 50% of the gross tonnage of all goods purchased under this agreement and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates for such vessels.
- (b) At least 50% of the gross freight revenue generated by shipments of goods purchased under this agreement and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.
- (c) When U.S. flag vessels are not available, or their use would result in a significant delay, the grantee may request a determination of non-availability from the USAID Transportation Division, Office of Procurement, Washington, D.C. 20523, giving the basis for the request which will relieve the grantee of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.
- (d) The recipient shall send a copy of each ocean bill of lading, stating all of the carrier's charges including the basis for calculation such as weight or cubic measurement, covering a shipment under this agreement to:

U.S. Department of Transportation, Maritime Administration, Division of National Cargo, 400 7th Street, S.W., Washington, DC 20590, and

U.S. Agency for International Development,
Office of Procurement, Transportation Division
1300 Pennsylvania Avenue, N.W.
Washington, DC 20523-7900

- (e) Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by USAID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR Part 202).
- (f) Shipments financed under this grant must meet applicable eligibility requirements set out in 22 CFR 228.21.

16. LOCAL PROCUREMENT (April 1998)

- (a) Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.
- (b) Locally financed procurements must be covered by source and nationality waivers as set forth in 22 CFR 228, Subpart F, except as provided for in mandatory standard provision, "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:
 - (1) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.
 - (2) Commodities of geographic code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.
 - (3) Professional Services Contracts estimated not to exceed \$250,000.
 - (4) Construction Services Contracts estimated not to exceed \$5,000,000.
 - (5) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:
 - (i) Utilities including fuel for heating and cooking waste disposal and trash collection;
 - (ii) Communications - telephone, telex, fax, postal and courier services;
 - (iii) Rental costs for housing and office space;
 - (iv) Petroleum, oils and lubricants for operating vehicles and equipment;
 - (v) Newspapers, periodicals and books published in the cooperating country;
 - (vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, e.g., vehicle maintenance, hotel accommodations, etc.

- (c) The coverage on ineligible and restricted goods and services in the mandatory standard provision entitled, "USAID Eligibility Rules for Goods and Services," also apply to local procurement.
- (d) This provision will be included in all subagreements where local procurement of goods or services is a supported element.

(END OF STANDARD PROVISION)

**Required As Applicable
Standard Provisions for
U.S., Nongovernmental Recipients**

The following standard provisions are required to be used when applicable. Applicability statements are contained in the parenthetical statement preceding the standard provision. When a standard provision is determined to be applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with ADS 303.5.3. Check off the standard provisions which are included in the award.

- | | |
|---|-------|
| 1. Negotiated Indirect Cost Rates - Predetermined | _____ |
| 2. Negotiated Indirect Cost Rates - Provisional (Nonprofits) | _____ |
| 3. Negotiated Indirect Cost Rates - Provisional (For-profits) | _____ |
| 4. Publications and Media Releases | _____ |
| 5. Participant Training | _____ |
| 6. Voluntary Population Planning | _____ |
| 7. Protection of the Individual as a Research Subject | _____ |
| 8. Care of Laboratory Animals | _____ |
| 9. Title to and Care of Property (Cooperating Country Title) | _____ |
| 10. Public Notice | _____ |
| 11. Communications Products | _____ |
| 12. Cost Share | _____ |
| 13. Prohibition of Assistance to Drug Traffickers | _____ |
| 14. Standards for USAID-Funded Publications | _____ |
| 15. Standards for USAID-Funded Video Productions | _____ |
| 16. Reporting of Foreign Taxes | _____ |

1. NEGOTIATED INDIRECT COST RATES - PREDETERMINED (April 1998)

(This provision is applicable to educational or nonprofit institutions whose indirect cost rates under this award are on a predetermined basis.)

- (a) The allowable indirect costs shall be determined by applying the predetermined indirect cost rates to the bases specified in the schedule of this award.
- (b) Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed predetermined indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, the proposed predetermined indirect cost rates, and supporting cost data to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of predetermined indirect cost rates shall begin soon after receipt of the recipient's proposal.
- (c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.
- (d) The results of each negotiation shall be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon predetermined rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the specific items treated as direct costs. The indirect cost rate agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- (e) Pending establishment of predetermined indirect costs rates for any fiscal year, the recipient shall be reimbursed either at the rates fixed for the previous fiscal year or at billing rates acceptable to the USAID Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year or other period are established.

2. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (April 1998)

(This provision is applicable to any nonprofit organizations whose indirect cost rates under this award are on a provisional basis.)

- (a) Provisional indirect cost rates shall be established for each of the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs shall be reimbursed at the rates, on the bases, and for the periods shown in the schedule of the award.
- (b) Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed final indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, along with the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.
- (c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.
- (d) The results of each negotiation shall be set forth in a written indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- (e) Pending establishment of final indirect cost rate(s) for any fiscal year, the recipient shall be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.
- (f) Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

3. NEGOTIATED INDIRECT COST RATE - PROVISIONAL (Profit) (April 1998)

(This provision applies to for-profit organizations whose indirect cost rates under this award are on a provisional basis.)

- (a) Provisional indirect cost rates shall be established for the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs shall be reimbursed at the rates, on the bases, and for the periods shown in the schedule of this award. Indirect cost rates and the appropriate bases shall be established in accordance with FAR Subpart 42.7.
- (b) Within six months after the close of the recipient's fiscal year, the recipient shall submit to the cognizant agency for audit the proposed final indirect cost rates and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit three copies of the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.
- (c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.
- (d) The results of each negotiation shall be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- (e) Pending establishment of final indirect cost rates for any fiscal year, the recipient shall be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.
- (f) Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

4. PUBLICATIONS AND MEDIA RELEASES (JUNE 1999)

(This provision is applicable when publications are financed under the award.)

- (a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this award, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements should identify the sponsoring

USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:

"This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of _____, Bureau for _____, U.S. Agency for International Development, under the terms of Award No. _____. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

- (b) Unless the recipient is instructed otherwise by the Cognizant Technical Officer, publications, videos or other information/media products funded under this award and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.
- (c) The recipient shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient shall submit one electronic or one hard copy of final documents (electronic copies are preferred) to PPC/CDIE/DIO at the following address:

USAID Development Experience Clearinghouse (DEC)
ATTN: Document Acquisitions
1611 Kent Street, Suite 200
Arlington, VA 22209-2111
Internet e-mail address: docssubmit@dec.cdie.org
Homepage: <http://www.dec.org>

Electronic documents may be submitted on 3.5" diskettes or as e-mail attachments, and should consist of only one electronic file that comprises the complete and final equivalent of the paper copy; otherwise, a hard copy should be sent. Acceptable software formats for electronic documents include Microsoft Word, WordPerfect, Microsoft Excel and Portable Document Format (PDF).

Each document submitted to PPC/CDIE/DIO should include the following information: 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) date of publication; 6) software name and version (if electronic document is sent).

- (d) In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income.
- (e) Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

5. PARTICIPANT TRAINING (April 1998)

(This provision is applicable when any participant training is financed under the award.)

- (a) Definition: A participant is any non-U.S. individual being trained under this award outside of that individual's home country.
- (b) Application of ADS Chapter 253: Participant training under this award shall comply with the policies established in ADS Chapter 253, Participant Training, except to the extent that specific exceptions to ADS 253 have been provided in this award with the concurrence of the Office of International Training.
- (c) Orientation: In addition to the mandatory requirements in ADS 253, recipients are strongly encouraged to provide, in collaboration with the Mission training officer, predeparture orientation and orientation in Washington at the Washington International Center. The latter orientation program also provides the opportunity to arrange for home hospitality in Washington and elsewhere in the United States through liaison with the National Council for International Visitors (NCIV). If the Washington orientation is determined not to be feasible, home hospitality can be arranged in most U.S. cities if a request for such is directed to the Agreement Officer, who will transmit the request to NCIV through R&D/OIT.

6. VOLUNTARY POPULATION PLANNING (MARCH 1999)

(This provision is applicable to all awards involving any aspect of voluntary population planning activities.)

- (a) Voluntary Participation and Family Planning Methods:
 - (1) The recipient agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to

practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the recipient agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.

- (2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

(b) Requirements for Voluntary Family Planning Projects

A Family planning project must comply with the requirements of this paragraph.

- (1) A project is a discrete activity through which a governmental or nongovernmental organization provides family planning services to people and for which Development Assistance funds, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.
- (2) Service providers and referral agents in the project shall not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.
- (3) The project shall not include the payment of incentives, bribes, gratuities or financial rewards to (I) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.
- (4) No person shall be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the

person's decision not to accept family planning services offered by the project.

- (5) The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the methods chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.
 - (6) The project shall ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.
 - (7) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under paragraph (e) of this clause, the organization implementing a project for which such assistance is provided shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.
 - i) The recipient shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph;
 - ii) the recipient shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.
 - iii) The recipient shall provide USAID such additional information about violations as USAID may request.
- (c) Additional Requirements for Voluntary Sterilization Programs
- (1) None of the funds made available under this award shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.
 - (2) The recipient shall ensure that any surgical sterilization procedures supported in whole or in part by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the

voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

- (3) Further, the recipient shall document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall speak the same language as the patient.
- (4) The recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure must be retained by the recipient for a period of three years after performance of the sterilization procedure.

(d) Prohibition on Abortion-Related Activities:

- (1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to women to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for abortion.
- (2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

(e) Requirement for Subawards

The recipient shall insert this provision in all subsequent subawards and contracts involving family planning or population activities which will be supported in whole or part from funds under this award.

7. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (April 1998)

(This provision is applicable when human subjects are involved in research financed by the award.)

- (a) Safeguarding the rights and welfare of human subjects involved in research supported by USAID is the responsibility of the organization to which support is awarded. USAID has adopted the Common Federal Policy for the Protection of Human Subjects, Part 225 of Title 22 of the Code of Federal Regulations (the "Policy"). Additional interpretation, procedures, and implementation guidance of the Policy are found in USAID General Notice entitled "Procedures for the Protection of Human Subjects in Research Supported by USAID", issued April 19, 1995, as from time to time amended. USAID's Cognizant Human Subjects Officer (CHSO) in AID/W has oversight, guidance, and interpretation responsibility for the Policy.
- (b) Recipient organizations must comply with USAID policy when humans are the subject of research, as defined in 22 CFR 225.102(d), funded by the grant and recipients must provide "assurance", as required by 22 CFR 225.103, that they follow and abide by the procedures in the Policy. See also Section 5 of the April 19, 1995, USAID General Notice which sets forth activities to which the Policy is applicable. The existence of a bona fide, applicable assurance approved by the Department of Health and Human Services (HHS) such as the "multiple project assurance" (MPA) will satisfy this requirement. Alternatively, organizations can provide an acceptable written assurance to USAID as described in 22 CFR 225.103. Such assurances must be determined by the CHSO to be acceptable prior to any applicable research being initiated or conducted under the award. In some limited instances outside the U.S., alternative systems for the protection of human subjects may be used provided they are deemed "at least equivalent" to those outlined in Part 225 (See 22 CFR 225.101[h]). Criteria and procedures for making this determination are described in the General Notice cited in the preceding paragraph.
- (c) Since the welfare of the research subject is a matter of concern to USAID as well as to the organization, USAID staff consultants and advisory groups may independently review and inspect research and research processes and procedures

involving human subjects, and based on such findings, the CHSO may prohibit research which presents unacceptable hazards or otherwise fails to comply with USAID procedures. Informed consent documents must include the stipulation that the subject's records may be subject to such review.

8. CARE OF LABORATORY ANIMALS (NOVEMBER 1985)

(This provision is applicable when laboratory animals are involved in research performed in the U.S. and financed by the award.)

- (a) Before undertaking performance of any grant involving the use of laboratory animals, the recipient shall register with the Secretary of Agriculture of the United States in accordance with Section 6, Public Law 89-544, Laboratory Animal Welfare Act, August 24, 1966, as amended by Public Law 91-579, Animal Welfare Act of 1970, December 24, 1970. The recipient shall furnish evidence of such registration to the Agreement Officer.
- (b) The recipient shall acquire animals used in research under this award only from dealers licensed by the Secretary of Agriculture, or from exempted sources in accordance with the Public Laws enumerated in (a) above.
- (c) In the care of any live animals used or intended for use in the performance of this grant, the recipient shall adhere to the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animals Resources, National Academy of Sciences - National Research Council, and in the United States Department of Agriculture's (USDA) regulations and standards issued under the Public Laws enumerated in a. above. In case of conflict between standards, the higher standard shall be used. The recipient's reports on portions of the award in which animals were used shall contain a certificate stating that the animals were cared for in accordance with the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animal Resources, NAS-NRC, and/or in the regulations and standards as promulgated by the Agricultural Research Service, USDA, pursuant to the Laboratory Animal Welfare Act of 24 August 1966, as amended (P.L. 89-544 and P.L. 91-579). NOTE: The recipient may request registration of the recipient's facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the region in which the recipient's research facility is located. The location of the appropriate APHIS Regional Office as well as information concerning this program may be obtained by contacting the Senior Staff Office, Animal Care Staff, USDA/APHIS, Federal Center Building, Hyattsville, Maryland 20782.

9. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (NOVEMBER 1985)

(This provision is applicable to property titled in the name of the cooperating country or such public or private agency as the cooperating country government may designate.)

- (a) Except as modified by the schedule of this grant, title to all equipment, materials and supplies, the cost of which is reimbursable to the recipient by USAID or by the cooperating country, shall at all times be in the name of the cooperating country or such public or private agency as the cooperating country may designate, unless title to specified types or classes of equipment is reserved to USAID under provisions set forth in the schedule of this award. All such property shall be under the custody and control of recipient until the owner of title directs otherwise or completion of work under this award or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.
- (b) The recipient shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this grant. The recipient shall take all reasonable steps to comply with all appropriate directions or instructions which the Agreement Officer may prescribe as reasonably necessary for the protection of the Government property.
- (c) The recipient shall prepare and establish a program, to be approved by the appropriate USAID Mission, for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The recipient shall be guided by the following requirements:
 - (1) Property Control: The property control system shall include but not be limited to the following:
 - (i) Identification of each item of cooperating country property acquired or furnished under the award by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of (insert name of cooperating country)."
 - (ii) The price of each item of property acquired or furnished under this award.

- (iii) The location of each item of property acquired or furnished under this award.
 - (iv) A record of any usable components which are permanently removed from items of cooperating country property as a result of modification or otherwise.
 - (v) A record of disposition of each item acquired or furnished under the award.
 - (vi) Date of order and receipt of any item acquired or furnished under the award.
 - (vii) The official property control records shall be kept in such condition that at any stage of completion of the work under this award, the status of property acquired or furnished under this award may be readily ascertained. A report of current status of all items of property acquired or furnished under the award shall be submitted yearly concurrently with the annual report.
- (2) Maintenance Program: The recipient's maintenance program shall be consistent with sound business practice, the terms of the award, and provide for:
- (i) disclosure of need for and the performance of preventive maintenance,
 - (ii) disclosure and reporting of need for capital type rehabilitation, and
 - (iii) recording of work accomplished under the program:
 - (A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.
 - (B) Records of maintenance - The recipient's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.
 - (C) A report of status of maintenance of cooperating country property shall be submitted annually concurrently with the annual report.
- (d) Risk of Loss:

- (1) The recipient shall not be liable for any loss of or damage to the cooperating country property, or for expenses incidental to such loss or damage except that the recipient shall be responsible for any such loss or damage (including expenses incidental thereto):
 - (i) Which results from willful misconduct or lack of good faith on the part of any of the recipient's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the recipient's business, or all or substantially all of the recipient's operation at any one plant, laboratory, or separate location in which this award is being performed;
 - (ii) Which results from a failure on the part of the recipient, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above:
 - (A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of cooperating country property as required by (i) above, or
 - (B) to take all reasonable steps to comply with any appropriate written directions of the Agreement Officer under (b) above;
 - (iii) For which the recipient is otherwise responsible under the express terms designated in the schedule of this award;
 - (vi) Which results from a risk expressly required to be insured under some other provision of this award, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or
 - (v) Which results from a risk which is in fact covered by insurance or for which the grantee is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
 - (vi) Provided, that, if more than one of the above exceptions shall be applicable in any case, the recipient's liability under any one exception shall not be limited by any other exception.
- (2) The recipient shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk

of loss of or damage to the cooperating country property, except to the extent that USAID may have required the recipient to carry such insurance under any other provision of this award.

- (3) Upon the happening of loss or destruction of or damage to the cooperating country property, the recipient shall notify the Agreement Officer thereof, shall take all reasonable steps to protect the cooperating country property from further damage, separate the damaged and undamaged cooperating country property, put all the cooperating country property in the best possible order, and furnish to the Agreement Officer a statement of:
 - (i) The lost, destroyed, or damaged cooperating country property;
 - (ii) The time and origin of the loss, destruction, or damage;
 - (iii) All known interests in commingled property of which the cooperating country property is a part; and
 - (iv) The insurance, if any, covering any part of or interest in such commingled property.
 - (4) The recipient shall make repairs and renovations of the damaged cooperating country property or take such other action as the Agreement Officer directs.
 - (5) In the event the recipient is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the cooperating country property, it shall use the proceeds to repair, renovate or replace the cooperating country property involved, or shall credit such proceeds against the cost of the work covered by the award, or shall otherwise reimburse USAID, as directed by the Agreement Officer. The recipient shall do nothing to prejudice USAID's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Agreement Officer, shall, at the Government's expense, furnish to USAID all reasonable assistance and cooperation (including assistance in the prosecution of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.
- (e) Access: USAID, and any persons designated by it, shall at all reasonable times have access to the premises wherein any cooperating country property is located, for the purpose of inspecting the cooperating country property.
 - (f) Final Accounting and Disposition of Cooperating Country Property: Within 90 days after completion of this award, or at such other date as may be fixed by the Agreement Officer, the recipient shall submit to the Agreement Officer an inventory

schedule covering all items of equipment, materials and supplies under the recipient's custody, title to which is in the cooperating country or public or private agency designated by the cooperating country, which have not been consumed in the performance of this award. The recipient shall also indicate what disposition has been made of such property.

- (g) Communications: All communications issued pursuant to this provision shall be in writing.

10. PUBLIC NOTICES (AUGUST 1992)

(This provision is applicable when the cognizant Activity Manager or SO Team determines that the award is of public interest and requests that the provision be included in the award.)

It is USAID's policy to inform the public as fully as possible of its programs and activities. The recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide."

The recipient may call on USAID's Office of External Affairs for advice regarding public notices. The recipient is requested to provide copies of notices or announcements to the cognizant technical officer and to USAID's Office of External Affairs as far in advance of release as possible.

11. COMMUNICATIONS PRODUCTS (October 1994)

This provision shall be included in every award over \$25,000.

- (a) Definition - Communications products are any printed material (other than non-color photocopy material), photographic services or video production services.
- (b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the agreement or approved in writing by the agreement officer. A copy of the standards for USAID-financed publications and video productions is attached.

- (c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the agreement schedule or in writing by the Agreement Officer:
 - (1) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
 - (2) Any communication products that will be sent directly to, or is likely to be seen by, a Member of Congress or Congressional staffer.
 - (3) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to PPC/CDIE and other USAID/W offices for internal use).

12. COST SHARING (MATCHING) (April 1998)

(This provision, along with 22 CFR 226 is applicable when the recipient has agreed or is required to cost share or provide a matching share.)

- (a) If at the end of any year (or funding period) hereunder, the recipient has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures, the difference may be applied to reduce the amount of USAID incremental funding the following year (or funding period), or, if the award has expired or has been terminated, the difference shall be refunded to USAID.
- (b) The source, origin and nationality requirements and the restricted goods provision established in the Standard Provision entitled "USAID Eligibility Rules for Goods and Services" do not apply to cost sharing (matching) expenditures.

13. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

(This provision is applicable where performance of the award will take place in "Covered" Countries, as described in ADS 206 (see 206.5.3))

- a) USAID reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

- b) (1) For any loan over \$1000 made under this agreement, the recipient shall insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall or refund by the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
- (2) Upon notice by USAID of a determination under section (1) and at USAID's option, the recipient agrees to immediately cancel, accelerate or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.
- c) (1) The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID ("Designated Subrecipient") until advised by USAID that: (i) any United States Government review of the Designated Subrecipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the assistance to the Designated Subrecipient has been approved. Designation means that the subrecipient has been unilaterally selected by USAID as the subrecipient. USAID approval of a subrecipient, selected by another party, or joint selection by USAID and another party is not designation.
- (2) The recipient shall insert the following clause, or its substance, in its agreement with the Designated Subrecipient:

“The recipient reserves the right to terminate this [Agreement/Contract] or take other appropriate measures if the [Subrecipient] or a key individual of the [Subrecipient] is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.”

14. STANDARDS FOR USAID-FUNDED PUBLICATIONS

The following standards are intended as general guidelines for the production of USAID-funded publications that fall within the scope of those requiring USAID (LPA) approval.

The purpose of establishing basic standards is to enable LPA to work in a cooperative effort with agency bureaus and field missions to produce informative, professional and cost-effective products that meet the needs of a designated audience. The audience and distribution plans must be clearly defined and justification given that a real need exists for the proposed publication.

We are fully aware that there will be situations that warrant exceptions to these standards. Exceptions will be made by LPA on a case-by-case basis.

I. Publications Intended for a U.S. Audience, Including Congress:

- A. Use of color: Two-color maximum for both cover and text (black or blue ink, generally used for text, counts as one color). In the case of publications such as conference proceedings, one color is the standard.
- B. Paper: For both cover and text, use the most cost-effective stock that suits the publication's purpose. Make every effort to use recycled paper. Do not use heavy stock.
- C. Photos: Black-and-white.
- D. Content: Emphasize results achieved toward sustainable development through USAID programs. NOTE: In most cases, LPA will ask for a separate textual (ASCII) version of the final document for possible posting on USAID's Internet, which at present can support text only.
- E. Design: Avoid expensive folds/paper cuts, inserts/foldouts, die cuts, embossing, foil stamps and other design elements that add additional expense.

II. Reports Required by Congress

Most reports should be in typewritten, xeroxed format and respond specifically to what is required by statute.

III. Use of Metric Units of Measurement

Unless a waiver is granted, metric units are to be used in accordance with Executive Order 12770. Traditional units may be shown in parentheses after metric.

IV. Use of Agency Logo

The USAID logo (or the name of the agency written out) should be displayed prominently, e.g., on the cover or title page.

V. Approval Form

LPA is developing a "request-for-approval" form that will be put on the agency-wide computer network as a macro to simplify and streamline the approval process. Information that will be required is as follows: type and design/format of publication; justification for its need; clearly defined audience and distribution plans; print run;

budget breakdown including costs for photographic services (if a contract photographer is used), writing, editing, design, layout and printing; whether OE or program funds are being used; and plans to evaluate the effectiveness of the product.

15. STANDARDS FOR USAID-FUNDED VIDEO PRODUCTIONS

The following standards are intended as general guidelines for USAID-funded video productions that require USAID (LPA) approval.

The purpose of establishing these basic standards is to enable LPA to work in cooperation with agency bureaus and field missions to produce informative, professional and cost-effective programs that meet the needs of the designated audience. The audience and distribution plans must be clearly defined. The purpose and production plans must be justified and must support a real need.

We are aware that USAID video productions generally fall into two categories--those produced for information/education of U.S. audiences, and those produced with program funds for largely foreign audiences. These guidelines will help missions decide which programs warrant video productions and how these should be produced.

We are also aware that certain situations will justify exceptions to these standards. Exceptions will be made by LPA on a case-by-case basis.

I. Basic Guidelines

- A. Content: Videos intended for U.S. audiences, including Congress, should portray concrete results or chronicle a USAID success story. The video should not be a "promo" for a contractor or a specialized technical report aimed at a narrow audience of experts. Videos produced with program funds for foreign audiences would usually be training tapes or other instructional material. Also, LPA will not approve video recordings of conference proceedings that can more appropriately be shared as written transcripts or audiocassette recordings.
- B. Format: The program should be shot in a professional television format: BETA, BETA-SP, or 3/4". Only viewing copies should be made in VHS. Programs may be shot in American TV standard (NTSC) or in PAL or SECAM TV standard.
- C. Producers: Direct contracts must comply with OFPP Letter No. 79-4 which establish a "Government-Wide Contracting System for Motion Picture and Videotape Productions" (as required by OFPP by OFPP letter 79-4.) The designated production team must have a track record producing information/education programs or other professional broadcast products. A brief list of previously produced programs should be included.

- D. Length: The video should be no more than 15 minutes, unless there is a strong justification.
- E. Copies: The number should be determined by the bureau/mission and reflected in the production budget. Viewing copies for NGOs, PVOs and local officials should be in VHS. Copies for local TV placement must be in 3/4" or BETA. A copy of the master of the finished program must be sent to the LPA video archive.

II. Approval Form

To simplify the approval process, LPA is developing a macro for the "request-for-approval" form that will be put on the agency wide computer network. The following information will be required.

- A. A general description of the subject of the video.
- B. The intended audience and a detailed distribution plan.
- C. Whether OE or program funds will be used.
- D. Budget breakdown to include costs for the following items:
 - Pre-production: research, script, shooting schedule (where the video will be shot);
 - Production: how many shooting days (include travel days), how much per day for the crew plus equipment. Please note: where possible, a local crew should be used; and Editing: how many hours, how much per hour, how much for graphics and titles.
- E. Discussion of plans to evaluate the script and the "rough cut" for the effectiveness of the product.

Note: All videos produced with USAID funds must be deposited in the LPA video archive. This includes all "source" tapes, plus a copy of the completed master program.

16. REPORTING OF FOREIGN TAXES

(a) Final and Interim Reports. The [contractor/recipient] must annually submit two reports:

- (i) an interim report by November 17; and
- (ii) a final report by April 16 of the next year.

(b) Contents of Report. The reports must contain:

- (i) Contractor/recipient name.
- (ii) Contact name with phone, fax and email.
- (iii) Agreement number(s).
- (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003.
- (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
- (vi) Any reimbursements received by the [Contractor/Recipient] during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the recipient through October 31 and for the final report, any reimbursement on the taxes reported in (iv) received through March 31.
- (vii) The final report is an updated cumulative report of the interim report.
- (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period.
- (ix) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

- (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
- (ii) "Commodity" means any material, article, supply, goods, or equipment.
- (iii) "Foreign government" includes any foreign governmental entity.
- (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

Office of Finance USAID/Indonesia

American Embassy Jakarta
Unit 8135 USAID
FPO AP 96520-8135

- (e) Subagreements. The [contractor/recipient] must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.
- (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

(END OF STANDARD PROVISION